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ABSTRACT

To clarify the role of collective bargaining in defining and reforming local school district staffing policies, an analysis was made of 144 teacher contracts gathered from a stratified, random sample of districts. In five of these districts, selected for their diversity on a number of variables (state, region, size, labor history, contract, and union affiliation), documents were analyzed, offices and schools visited, and interviews conducted with 187 teachers, principals, union leaders, and central office administrators. The analysis of contract contents suggests that (1) collective bargaining agreements are neither as comprehensive nor prescriptive as some might believe; (2) much contract language about staffing specifies the prerogatives of management; (3) in some cases, contract language increased the standards of staffing beyond those prescribed by state law; (4) seniority was less prominent than expected; and (5) principals' rights to manage the staffing of their schools were not clearly defined by contract. Studying reform in the five sample districts revealed that districts with a history of cooperative relationships dealt more successfully with initiatives for change. Proposals more likely to be adopted were those with local origins and support for more time for instruction, more stability for schools, and more instructional autonomy for teachers. (MLF)

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TEACHER UNIONS, SCHOOL STAFFING, AND REFORM

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TEACHER UNIONS, SCHOOL STAFFING, AND REFORM

Summary Report

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For more than two years now, those with a stake in public education have debated the state of schooling in America. Critics have raised questions about who teaches, where they teach, and what they teach, suggesting that schools may discourage the best potential teachers and make poor use of current staff. Implicitly or explicitly, they have often blamed teacher unions and collective bargaining for the alleged shortcomings of staff and restrictions on local staffing policies.

This study was undertaken in an effort to clarify the role of collective bargaining in defining and reforming local staffing policies. It addressed a series of questions: What part does the local union and its contract play in determining who teaches, where they teach, and what they teach? Which contract provisions regulate staffing practices and how varied are they from contract to contract? Is contract language the sole or final determinant of staffing practices, or are there other factors that moderate, modify or override it? Finally, what is the role of the local union in efforts to reform local staffing policies and practices?

We addressed these questions in two stages. First, we analyzed 155 teacher contracts gathered from a stratified, random sample of districts. Second, we conducted field work in five of those districts selected for their diversity on a number of variables (state, region, size, labor history, contract, and union affiliation). We analyzed documents, visited offices and schools, observed interactions, and interviewed 187 teachers, principals, union leaders, and central office administrators in these districts.

The findings of our study are complex. First, the analysis of contract contents suggests that collective bargaining agreements are neither as comprehensive nor prescriptive as some might believe. Many do not address key staffing issues. Second, although many contract provisions are intended to advance teacher interests, the contracts reviewed were not simply lists of union privileges. Much contract language about staffing specifies the prerogatives of management. Third, in some cases, contract language increased the standards for staffing beyond those prescribed by state law. Fourth, seniority was less prominent than we had expected and did not prove to be the single factor driving the staffing practices of many school districts. Finally, principals' rights to manage the staffing of their schools were not clearly defined by contract. The contracts varied considerably from district to district, some restricting management much more than others. Overall, the collective agreements most constrained management's discretion in determining layoffs and involuntary transfers while they least constrained decisions about hiring, assignments, tenure, promotions, and dismissals.

Contract language was by no means the sole predictor of staffing practices. There were instances throughout the field work where contract language was neither complied with nor enforced. Other factors such as administrative policies and practices, court orders, state requirements, and demographic or fiscal changes each played a role in determining who taught, where they taught, and what they taught. Moreover, none of these factors functioned in isolation, but rather, interacted to produce a complex pattern of local staffing practices. The relative importance of collective bargaining and the contract it yields diminishes as the profile of other forces increases.

This intricate pattern of staffing practices provided the backdrop for studying reform in our field work. Between June 1984 and February 1985, reform initiatives were underway in four of the five districts we visited. In Canyon Unified, a rapidly growing secondary school district outside of a major western city, labor negotiations centered on how the district would respond to state legislation that would fund a mentor teacher program, a longer school day and year, instructional improvement grants for teachers, and an expanded guidance program. In Citrus Country, a large southern district, school officials and union leaders also negotiated responses to a set of state reforms that would include both merit schools and master teacher plans. In East Port, a large, urban, highly unionized district, labor and management negotiated contract changes that would circumscribe teachers' seniority rights and restore more discretion to principals in deciding teacher transfers. Staffing reform in Midland Heights, a wealthy midwestern suburb, was initiated by the superintendent who sought to improve the performance of the weakest staff members. His program was not negotiated and encountered intense union opposition. Only in Harbor Mills, a medium-sized eastern city, was there no clear reform effort to reform staffing practices, either through collective bargaining, local policymaking, or state legislation.

There was by no means a standard or uniform union response to reform efforts. Some union leaders endorsed proposed changes; others opposed them. Some teachers followed labor leaders' recommendations; others did not. Our work suggests that several factors played a role in defining the course of reform in these sample districts. First, the character of labor relationships in the districts influenced the extent to which reform was possible; those with a history of cooperative relationships dealt more successfully with initiatives for change, although there was some evidence that very conciliatory labor relationships may dissuade parties from considering reforms that might threaten their trust and shared understanding. Second, the origin of the reform and the process by which it was adopted seemed to have implications for its fate. Proposals with local origins and support, that were carefully adapted to fit the needs of the district, appeared to stand a greater chance of acceptance among those in the schools than did reforms imposed from outside the districts, without attention to local circumstances, and without modifica-

tion through negotiations. Third, we found that the fate of the reforms was tied to their substance. Not surprisingly, school people responded differently to different proposals. In general, they supported plans that provided more time for instruction, more stability for schools, and more instructional autonomy for teachers. They opposed those that appeared punitive or were intended to promote compeition among staff and schools.

Despite the small field sample, this research suggests that teachers and their unions are not unalterably opposed to the reform of staffing practices, even when that reform may compromise seniority rights, limit their freedom to transfer, or increase the standards for qualification in subject areas. It also suggests that teachers will resist, both actively and passively, changes that would make their schools less stable, less cohesive, and less supportive of good teaching.

Although no union included in this study initiated staffing reforms, teachers and union leaders did assume constructive roles in the consideration, development and implementation of such change. Because the institution of staffing reforms is complex, there must be a process by which local teachers and administrators can respond to proposals and adapt them to fit their policies and practices. Although, it may not be ideal, the current forum for such exchange and policy development in unionized districts is collective bargaining. Therefore, it seems likely that for some time, teacher unions and negotiations will be central to the reform of staffing practices in the schools.

INTRODUCTION

For more than two years now, those with a stake in public education have debated, deplored, and defended the state of schooling in America. Concerns about the quality and composition of the teaching force have prompted extensive commentary and countless reform proposals, many of which have centered on teachers. Critics have raised questions about who teaches, where they teach, and what they teach, suggesting that schools may discourage the best potential teachers and make poor use of current staff. Implicitly or explicitly, school critics often blame teacher unions and collective bargaining for the alleged shortcomings of staff and restrictions on local staffing policies. Moreover, some say that unions obstruct rather than promote reform initiatives. Making the Grade, the report of the Task Force of the Twentieth Century Fund concludes:

> The organizations--the unions and professional associations--to which teachers belong have protected their weakest members rather than winning rewards for their strongest. They have promoted the principle of equal pay or, at best, a differential pay scale that primarily takes into account educational background and seniority, thereby limiting the financial incentives available for rewarding superior professional work. The collective bargaining process, moreover, has not only made it difficult to encourage promising teachers or dismiss poor ones, it has forced many of the best to leave teaching for more financially rewarding work. The result is that the quality of teaching suffers.
>
> (Twentieth Century Fund 1983)

Although popular wisdom holds that unions are monopolistic and that they singlemindedly pursue better pay and benefits, there is considerable evidence to the contrary. Early leaders of the teacher labor movement, such as Maggie Haley, sought to

simultaneously advance the profession and further social justice while securing higher wages(Reid 1982). Recent work by Dorothy Jessup (1985) reveals that even with the advent of collective bargaining, teachers used their increased leverage to simultaneously increase their involvement in curriculum and policy as well as to acquire better financial benefits. The "two faces of unionism" --one that seeks to monopolize resources, another that seeks to better the institution--identified by Freeman and Medoff (1984) in the private sector apparently have been visible in educational unions throughout their history.

But is it likely that such attention to organizational improvement is only possible with stability and slack resources, that faced with the vehemence and blame of recent reports on schooling, teacher unions will revert to positions that are closed, negative, and solely self-protective? Intense union opposition to merit pay proposals in the legislatures of Florida and California lend credence to such charges. And yet, reports from other states suggest that the union response to schooling reform has been neither as predictable nor uniform as one might expect. In some instances, such as in Tennessee, the NEA and AFT have debated opposing sides of proposed legislation. In others, local organizations have broken rank with their state affiliates. Recently, national labor leaders Albert Shanker and Mary Futrell have diverted from the standard union line and advocated strategies for "professionalizing" the teaching force,(Education Week 9/4/85) Such responses suggest that teacher unions are not reflexively obstructionist and that it is worth exploring their varied responses to reform initiatives.

In covering labor's response to the reports on schooling and subsequent efforts to restructure staffing practices, the press has focussed primarily on national figures such as Shanker and Futrell and reported the debate from state legislatures such as Tennessee and Florida. From this, one might mistakenly conclude that there is no local story, that the hierarchial structure of the teachers' organizations obliges local union leaders to adopt the priorities and strategies of others. However, research has shown that while local unions may seek assistance from state or national affiliates during collective bargaining, they rarely respond like puppets, (Jessup 1985; Kerchner and Mitchell 1981; Johnson 1984) Therefore, we might expect that here as well local teacher unions would respond with some independence to the reform initiatives. All that we have learned about policy implementation suggests that the future of schooling reforms will be determined by people in local districts and schools and cannot be predicted from the language of state laws or the rhetoric of national union leaders. Therefore, local responses deserve close and careful attention.

Research Design

This study was designed to provide a better understanding of the union's role in defining and reforming local staffing policies. First, the study explores the extent to which local unions and negotiated contracts determine who teaches, where they teach, and what they teach. For example, do collective bargaining agreements specify hiring and assignment practices or do they reserve such decisions as management prerogatives? What

restrictions typically limit the discretion of management in staffing unionized schools as they choose? How much do the provisions that regulate staffing vary from contract to contract?

Second, the study considers the extent to which contract language is the sole or final determinant of staffing practices. Johnson (1984) has found that local school administrators do not always comply with the contract they sign and local teachers do not always insist on its enforcement. Instead, most teachers only file grievances over major or repeated contract violations and adapt their contracts to the needs of their schools. Is this flexibility and accommodation apparent in response to districtwide staffing decisions such as assignment and transfer as well? Others have found that the contract is never the sole determinant of school practices, that other non-negotiated policies and practices intervene and interact with the provisions of the collective bargaining agreement. How do non-negotiated policies moderate, modify, or override negotiated provisions about staffing?

Finally, and perhaps most importantly, the study considers a new subject--the role of local unions in efforts to reform staffing policies and practices. Do unions obstruct change or initiate it? Do they respond formally or informally, cooperatively or adversarily, to proposals or legislation from outside the district? How responsive are local unions to the priorities of their national and state affiliates and to the initatives of state legislators or governors? How do teachers

influence the positions of their local labor leaders? Does the process of negotiating reform--either formally or informally--change the labor-management relationship in the district?

These questions were addressed in two stages. First, we analyzed 155 teacher contracts gathered from a stratified, random sample of districts in 11 states selected for their diversity in region, level of industrialization, collective bargaining laws, and bargaining history. Second, we conducted field work in five of the local districts selected from our larger sample. These local districts, each located in a different state, varied in size, region, contract, labor history, controlling state statute, and union affiliation. (Table I summarizes these district features.) We conducted intensive interviews with 187 teachers, principals, union leaders, and central office administrators in these five districts. We sought to clarify how collective bargaining influenced local staffing decisions and to understand the role of the union in reform efforts. The methodology is explained more fully in Appendix II.

The findings of this study are complex. The analysis of contracts suggests that such agreements are neither as comprehensive nor as prescriptive as many might believe. Many contracts do not address key staffing issues such as hiring or transfers. Others affirm the rights of management to make such decisions. Some specify teacher qualification standards that exceed those prescribed by the states. Although seniority is included in many contracts, its force in most placement decisions is moderated by other factors. There are a small number of strict seniority contracts, but they are not the norm.

TABLE I

SUMMARY OF DISTRICT FEATURES

VARIABLES	CANYON UNIFIED	CITRUS COUNTY	EASTPORT	HARBOR MILLS	MIDLAND HEIGHTS
REGION	WEST	SOUTH	NORTHEAST	NORTHEAST	MIDWEST
DISTRICT SIZE	9,000 Students 325 Teachers 10 Central Office 3 Jr. High Schools 3 High Schools	95,564 Students 6,000 Teachers 130 Central Office 71 Elementary,20 Middle 14 High Schools	54,000 Students 4,000 Teachers 80 Central Office 77 Elementary,27 Middle 18 High Schools	19,5000 Students 1,210 Teachers 8 Central Office 30 Elementary,4 Middle 3 High Schools	6,357 Students 415 Teachers 12 Central Office 6 Elementary,3 Middle 2 High Schools
GROWTH	Growing	Stable	Declining	Stable	Declining
BUDGET	24 Million	354.7 Million	245 Million	45 Million	29.3 Million
AFFILIATION	NEA	NEA	AFT	NEA	NEA
BARGAINING HISTORY	First contract 1977 One day walkout 1975	First contract 1970 One day work action1967 Statewide strike 1968	First contract 1966 Strike in 1975	First contract 1968 Strike in 1978	First contract 1965
RELEVANT STATE LAW	Comprehensive State Schooling Reform	Comprehensive State Schooling Reform	None	Last best offer binding arbitration	Seniority-based layoff

Contracts rarely specify either the rights and responsibilities of principals in managing the staffing of their schools or the restrictions on their autonomy. Despite the growing belief that principals are central to school success and that unions hamstring them, contracts virtually ignore their roles and functions.

Furthermore, the field work of this study has reconfirmed that contract compliance is variable and that collective bargaining is only one of many factors that interact to determine local staffing practices. No one can expect to predict or understand staffing decisions by simply studying the contract. Decisions about who teaches, where they teach, and what they teach also flow from and accommodate themselves to a variety of administrative policies, court orders, demographic changes, fiscal necessities, and state requirements.

Responses to reform initiatives have been complex as well. Although the small sample size of this study limits generalization, field work suggests that the union's response to reform efforts is not reflexive, but rather depends on the interaction of a variety of factors surrounding the reform--the origin of the proposal, the labor-management relationship preceding it, the process by which proposals are considered, and the extent to which teachers and administrators regard the proposed reforms as appropriate and consistent with the needs of their schools. Because the constellations of such factors vary from reform to reform and from district to district, union responses vary as well.

Part I of this discussion centers on the contracts. What do they say? What role do they play in determining local staffing practices? This analysis is drawn from both the quantitative and qualitative inquiry. Part II addresses the question of reform. How did the local unions of the five districts in the field sample deal with efforts to change those staffing policies? Are there any apparent patterns in their responses to initiatives from both the state and local levels? Are there lessons to be learned from their experiences?

PART I : THE CONTRACTS

Other researchers have studied the contents of teacher contracts. Most notably, McDonnell and Pascal (1979) compared the contents of collective bargaining agreements of 151 contracts at two time periods, 1970 and 1975. They identified a set of key contract provisions and the tendency of negotiated agreements to become increasingly comprehensive over time. Recently, Goldschmidt and Stuart conducted a similar analysis of contract provisions from 1981-82 contracts and concluded that the extent of bargaining over noncompensation items had continued to increase.

In part, the current analysis of contracts was intended to provide a third profile of agreements by considering a sample that had been negotiated nearly a decade after those studied by McDonnell and Pascal. In general, we, like Goldschmidt and Stuart, found increased bargaining in the two staffing provisions (transfer and reduction in force) for which we have comparative

data. Approximately 60 percent of the contracts included in the two recent studies specified the criteria for involuntary transfers. Similarly, 70 percent of our contracts and 68 percent of theirs included criteria and procedures for reduction in force. In 1975, 29 percent of the contracts analyzed by McDonnell and Pascal specified transfer criteria while 37 percent addressed reduction in force. Therefore, over time the districts have shown increased attention to these two issues. However, it is not certain how much of the increase is attributable to greater union influence and how much follows from the dramatic enrollment declines that affected many districts during this time. In order to assess union strength, it would be more instructive to compare the number of contracts that prescribed layoffs by seniority during these three periods, but such data are not available. Because the sole focus of our study was on staffing practices, we were able to examine not only the presence or absence of contract provisions , but also important variations in similar provisions.

We, like others (McDonnell and Pascal 1979), found the quantitative analysis of contract contents less illuminating than we had hoped. Correlations between particular contract provisions and various explanatory variables such as the year of the first contract, enrollment patterns, or the controlling labor statute proved to be very weak, where they were present at all. Except for the most obvious relationships, such as the presence of reduction in force language in districts with declining enrollments, or the prevalence of seniority provisions in large districts, the analysis did not sufficiently explain the

differences among the contracts we studied. Apparently, accurate explanations would require more complex data--information about history, politics and personalities-- than our survey data provided.

Overall, however, we did conclude that the teacher contracts we studied were less comprehensive, prohibitive, and prescriptive in determining local staffing policies than we had expected. Generally, the contracts addressed six major staffing issues:

(1) the hiring and initial placement of staff (management rights, employment, and salary placement provisions)

(2) teacher assignment (classroom assignment, voluntary transfer, and involuntary transfer provisions)

(3) teacher evaluation and tenure

(4) teacher incentives (merit recognition, promotions)

(5) teacher layoffs and early retirements (reduction in force, bumping, involuntary transfers, and retirement incentives)

(6) teachers' dismissal (just cause, and dismissal procedures)

In Appendix I, we have summarized the frequency of the various staffing provisions in our 155 contracts, identified the relevant provisions for each of the districts in our field sample, and provided illustrative contract language of each.

Although the contracts seem at first reading to be comprehensive, many do not address key issues. In some cases this is because such key issues as tenure or dismissal proceedings are defined by state statute. However, many matters that are central to staffing decisions are absent from the contracts, yet are not the subject of legislation. For example, involuntary transfers are not considered in 40 percent of the contracts

reviewed. Over 85 percent do not address promotions. A teacher's right to bump into a second certification area is not defined in over 85 percent of the agreements. The absence of such contract language suggests that, in many districts, management retains the prerogative to determine these policies and practices, that many contracts are not as prescriptive nor as protective as is commonly believed.

Second, although many of the provisions are intended to advance teacher interests, the contracts reviewed were not simply lists of union privileges. Much of the negotiated language about staffing specifies the prerogatives of management rather than the rights of teachers. For example, the majority of contracts included management rights clauses that reserved for the school board the authority to make decisions about such issues as employment, placement, and tenure. In nearly 30 percent, those rights were specified in detail, including assurances such as the right of the school board and its designees to select, assign, and promote staff; the right to suspend, dismiss, and terminate staff for just cause; and the right to determine positions and duties. One-third of the contracts specified that involuntary transfers were at the discretion of management. In such districts, school boards may, if they choose, disregard teacher preferences and seniority in reassigning staff within the district.

In some cases, it is not apparent from the written agreement whether it is labor or management who benefits from a particular provision, or whether that provision has been included

to clarify a practice that all find acceptable. For example, many contracts include language specifying how much salary credit shall be awarded new teachers. Although some school officials report that they would prefer to have discretion over salary placement and thus entice specialized staff with higher wages, others report that negotiated salary placement provisions simplify the hiring process and prevent applicants from seeking to bargain over initial wages. Such provisions also satisfy a union objective by ensuring that all teachers will be dealt with equitably.

In part of our analysis, we separated the staffing provisions into two groups, those that might be considered pro-union and those that might be considered pro-management. (See Table II for a list of those provisions.) We selected 20 possible management-oriented clauses and 31 union-oriented clauses. Interestingly, no contract included more than nine pro-management clauses or more than 20 union-oriented clauses. Over 85 percent of the sample contracts included between three and six management-oriented clauses while a similar percentage included between three and 13 union clauses. Virtually all contracts included both union-oriented and management-oriented provisions, although we found a very modest negative relationship ($r = -.21$, statistically significant at the .01 level), between the number of management-oriented clauses and the number of union-oriented clauses. All contracts included at least one management-oriented clause and, surprisingly, four contracts included no clauses from our pro-union list. Therefore, most contracts achieved a balance between provisions that benefit management and those that

TABLE II

MANAGEMENT-ORIENTED AND UNION-ORIENTED PROVISIONS

Union-oriented Provisions

1. Salary credit given for previous experience
2. Part-time teaching or job-sharing permitted
3. Preference in promotions given to in-district candidates
4. Preference in promotions given to senior candidate
5. Dismissal procedures for probationary teachers defined
6. Dismissal procedures for tenured teachers defined
7. Early retirement incentives included
8. RIF by seniority
9. RIF by seniority and paper qualifications
0. RIF recall in inverse order of layoffs
1. RIF disciplines by certification areas
2. Voluntary transfers by seniority
3. Voluntary transfers by employee's preferences
4. Principals required to interview specific number of transfer applicants
5. Involuntary transfers sneiority-based
6. Bumping permitted in involuntary transfers
7. Limits on frequency of involuntary transfers
8. Return rights from involuntary transfers
9. Assignments required within certification areas
0. Assignments made with consideration of teacher preferences
1. Teaching load specified
2. Class size limited
3. Class size averages guaranteed at school site
4. Frequency of evaluations defined for probationary teachers
5. Evaluation procedures defined for probationary teachers
6. Probationary teacher's right to respond to evaluation
7. Probationary teacher's right to appeal evaluation
8. Frequency of evaluations defined for tenured teachers
9. Evaluation procedures defined for tenured teachers
0. Tenured teacher's right to respond to evaluation
1. Tenured teacher's right to appeal evaluation

Management-oriented Provisions

1. Management rights
2. Discretion in salary placement
3. Merit recognition or merit pay
4. RIF by seniority, qualifications, and merit
5. RIF recall by administrative discretion
6. RIF disciplines by departments or courses
7. Voluntary transfers by qualification beyond certification
8. Voluntary transfers by administratiive discretion
9. Voluntary transfers only with sending principal's approval
10. Voluntary transfers with receiving principal's right to interview
11. Involuntary transfers at discretion of management
12. Involuntary transfers with extracurricular exemptions
13. Involuntary transfers based on qualifications beyond certification
14. Classroom assignment by administrative discretion
15. District flexibility in class size
16. Class size varied by subject
17. Absence of RIF language
18. Absence of voluntary transfer language
19. Absence of involuntary transfer language
20. Absence of class size language

benefit labor. The fact that districts had a broad scope of bargaining did not mean that the final agreements were written solely to the advantage of the union.

It is often said that many of the early teacher contracts were decidedly pro-union, but that within recent years management has become more effective in negotiating its interests. Therefore, we anticipated finding more union-oriented provisions in those contracts where negotiations began before 1970. Although there was a very modest negative relationship($r = -.17$, statistically significant at the .05 level) between the number of union clauses and the year of the first contract (fewer as time proceeded), that relationship was not as distinct as we had expected. We found no systematic linear relationship between the number of management clauses and the year of the first contract.

Third, in some cases, contract language imposed standards for staffing that exceeded those prescribed by the state. For example, almost eight percent mandated that teachers have additional qualifications beyond those required for state certification before being assigned to a teaching area. The Midland Heights contract, which established the most rigorous standards of any in our field sample, required teachers to hold the "appropriate major for the assignment" or a minor along with successful teaching in that subject " within the most recent five-year period." When applied to seniority-based layoff decisions, these standards guaranteed that the staff remaining after a layoff would be highly qualified for their assignments.

Fourth, seniority, which is often regarded as central to union contracts, was less prominent than we had expected. It was specified as the sole determining factor in only 12 percent of voluntary transfers, 26 percent of involuntary transfers, and 38 percent of layoffs. Seniority did, however, prove to be more prominent in districts with more than 25,000 students. Whether this results from the presence of stronger unions in such districts or from the fact that seniority provides a manageable , and therefore preferable, criterion for staffing decisions in large districts is not apparent from these data. Probably both factors play a role.

Furthermore, we found that the presence of seniority language in a contract did not mean that decisions were therefore seniority-based. In some instances, seniority language carried little weight when it was coupled with other contractually-defined factors. For example, the teachers' contract in Canyon Unified stated that voluntary transfer decisions would be based on a number of criteria including seniority. Others included: training, major/minor, credentials, degrees, co-curricular and other special compentencies, personality factors, experience, affirmative action, and the needs of the district. Although the contract stated that "If all else is equal, then seniority will be the determining factor," respondents there explained that rarely was "all else equal." The perception that seniority drives the staffing practices of unionized schools was only partially confirmed by the contract data of this study.

Finally, although collective bargaining agreements often specify how staffing decisions may be made, principals' rights to

manage the staffing of their schools are generally not defined by contract. Typically, it is central office administrators rather than principals who can exercise the management prerogatives retained through negotiations. For example, principals are rarely identified as participants in the hiring process, and in many districts have no role. Their right to interview teachers who want to transfer into their schools is contractually guaranteed by little more than eight percent of the districts and their right to approve or deny transfers into their buildings is provided in only two percent of the contracts. Although the administration retains control of voluntary transfers in 45 percent of the districts and can unilaterally determine involuntary transfers in 33 percent , our field work suggests that this control is usually exercised at the central office rather than at the school site.

Given the importance currently attributed to principals in building and managing successful schools, one is struck by the lack of formal leverage they retain over the staffing assignments in their schools. Although they may assign teachers to classes within their buildings, they often cannot interview job applicants, reject a new transfer, or select the teacher to be laid off. Because the contract is centrally negotiated and administered, principals are bypassed in important decisions that affect the staffing of their schools.

Overall, we found that the collective bargaining agreements placed the most constraint on management's discretion in determining layoffs and involuntary transfers and the least

constraint on decisions about hiring, assignments, tenure, promotions, and dismissals. In no instance did contracts restrict whom a district might hire, although the negotiated salary scale might well influence the pool of applicants. Similarly, although many contracts guaranteed due process for teachers,there were no substantive constraints on the district's right to evaluate, grant tenure, or dismiss unsatisfactory teachers. However, where external changes such as declining enrollments or loss of funds necessitated staff reductions or reassignments, contracts were more prescriptive.

Such analysis of contract provisions provides some insight into the role that collective bargaining plays in staffing practices. However, that insight is limited. Our subsequent field work, which explored how the contracts were implemented, demonstrated that typically contracts are not fully complied with or enforced, that provisions may not have the practical effects one might predict, and that there are other rules and forces interacting to produce local staffing policies and practices. Each of these issues will be considered below.

Compliance

The field work of this study reconfirmed the findings of others (Kerchner and Mitchell 1981; Johnson 1984) that contract language is often only partially complied with by the administration and seldom fully enforced by the union. As one high school principal in East Port explained, principals and teachers may intentionally avoid full compliance in the interests of the school:

> Now, on the school level, a great many accommodations have been made over time. Contracts are not always adherred to as rigidly as the wording would have you believe. Individual relationships between administrator and building personnel at times work to implement things that might otherwise be contractually prohibited.

However, we found more than school-by-school accommodation. There were also instances where contractual requirements for staffing practices were routinely abridged throughout the district or where administrative powers that had been carefully reserved to management during negotiations were not eventually exercised. For example, the Canyon Unified agreement details procedures for the progressive discipline of teachers incorporating an escalating series of responses--admonitions, warnings, reprimands, fines, removal from extra-curricular assignments, and suspension without pay. Union leaders there reported that this provision had been negotiated at the insistence of management. Yet no teacher or principal interviewed reported that the procedures had ever been used.

There were frequent reports that the evaluation procedures specified by contract were ignored or were only partially complied with. Harbor Mills teachers repeatedly said that the requirements for regular evaluation were often ignored. One said: "I don't see my supervisors too often. After a while, once they know you, they leave you alone." Another concurred: "You are on your own. They give you forms that allude to what they like to see. I have been observed three times, but never

formally or clinically. I have received little feedback." Similarly, in Canyon Unified, evaluation language had been given cursory attention until the state recently began to require more evidence of accountability. One teacher there reported that she had not been observed in 15 years.

State certification requirements and collective bargaining agreements usually combine to set the standards for teaching assignments. Contracts frequently say that teachers shall be assigned within their certification areas and that they have the right to request particular subjects or grade levels. Throughout our work we found teachers, principals, and district administrators who amended the certification and contractual standards to meet the exigencies of student enrollments. Often such assignments were intended to be temporary but became permanent. For example, in Canyon Unified, teachers were to be assigned within their areas of certification, and yet there was considerable out-of-field placement under a state law permitting temporary waivers. In one extreme but humorous example, a teacher with no training in Spanish was assigned to teach that subject by virtue of a recent trip to Spain.

The Midland Heights contract required staff to have unusually specialized training for their teaching assignments-- a major or minor in each subject area of assignment. Again, however, the contract did not regulate all assignment decisions and teachers reported that the standards were applied differentially. One said: " The district uses majors to their convenience. They will use them to keep a teacher from teaching in areas where they

don't want them to and they will also list that requirement when they want to protect a teacher. It's not used consistently."

In some instances, the administration did not fully exercise the discretion over teacher assignments that it had reserved for itself in negotiations. According to the Harbor Mills contract, seniority plays only a partial role in deciding involuntary transfers, to be honored "to the extent that such wishes do not conflict with the instructional requirements and best interests of the school system and its pupils." Yet the Central Office routinely abided by the union's demand for seniority-based decisions, despite the personnel director's claims that she could do otherwise: " I might oblige the union if I can. If I can't oblige them, I don't." But as one union leader said: " I try to make that one [teacher assignment] look like we have better language than we do." By contrast, union leaders in Canyon Unified were unsuccessful in pressuring the administration to base staffing assignments on seniority rather than personality. One union official said: "Last year the union wanted the criteria of personality and health to be eliminated from the transfer language because they said it was demeaning, but we said, 'You know we'll use it, why should we take it out?'" Here, as in other instances, the relative power of the parties interpreting the contract provisions played as great a role in determining the practice as did the wording on the page. Compliance and enforcement regularly proved to be at least partially political.

In some cases, teachers closely enforced contract language, particularly in layoff decisions where job security was at stake.

There were also instances where management exercised its full powers. For instance, principals in Canyon Unified had virtually complete power to approve voluntary transfers, and seniority played a very minor role in such decisions. However, over the course of our work, we found that partial or erratic compliance with the staffing provisions of teacher contracts was more common than their full enforcement.

Other Determinants

The contract was by no means the sole determinant of staffing decisions. Local policies and practices, court orders, state requirements, and demographic changes or fiscal constraints each played a significant role in determining the staffing patterns of the districts we visited.

The school boards and central administrators issued local policies and practices that preceded or augmented contractual regulations. For example, in Midland Heights, school officials initiated a special program to identify "problem teachers" and to give them special assistance over a two year period, with the threat of dismissal hanging over their heads. This policy went well beyond the negotiated language on teacher evalution. In Canyon Unified, the administration permitted high school principals to transfer involuntarily any teachers who decided to resign from coaching responsibilities. Again, this was not addressed in the contract, but did affect transfer decisions.

Hiring a teacher, probably the most important staffing decision to be made, was generally unregulated by contract; local polices and practices determined the process. In Canyon Unified,

principals were expected to recruit and hire their teachers; the district office served as a clearing house for applicants. However, East Port principals unanimously reported that they played no role in the process. One said:

> We don't hire teachers. The department of personnel hires teachers. They would identify folders and send them to us. If we have an opening we can give them the specifications for that program. We can suggest individuals if we have names in mind. But they are the people who do the screening.

Another concurred: " We have no hiring power, whatsover. "

In addition to these administrative policies and practices, court-ordered desegregation substantially affected staffing practices in three of the districts--East Port, Citrus County, and Harbor Mills. For example, in Harbor Mills, a judge required school administrators to hire minority staff one-for-one until the racial balance of the faculty matched that of the local labor force. When the district fell short, the judge ordered that it catch up the following year. The district met its quota and hired 80 minority staff by the beginning of October. In East Port, the court ordered the district to establish two seniority lists, one for white staff and one for black staff, so that racial balance could be maintained during layoffs. In addition, schools were required to maintain specified percentages of minority staff at each site. One principal explained that he and his colleagues work hard to keep well-qualified black teachers because if the racial balance percentages fall below acceptable levels, they will be assigned new teachers without consultation: "They throw minority teachers in, even without certification sometimes."

The desegregation order in Citrus Country also required the administration to maintain racial ratios for staff: "We have been under a court order since 1968 to employ in each school center approximately the same ratio of blacks to whites as you have in the school system as a whole. As a result, the superintendent explained, racial composition had to take precedence over seniority: "I violate the voluntary transfer clause [of the contract] all the time with desegregation." A teacher reported: "At one school there was a black teacher trying very hard to get a transfer, but we needed her at the school for numbers." Another said: "I have seen teachers bumped with eight to ten years of experience to keep a [black] teacher with one year of experience."

Each of these districts eventually incorporated into its contract language to maintain racial balance in their schools. But this language was largely in response to external orders to desegregate staff rather than the initiatives of labor or management. It is unlikely that any of these district would have negotiated such language without a desegregation order.

State requirements also regulate staffing decisions. Most notably, they set the certification standards for teaching, which are often incorporated by reference into the collective bargaining agreements. Several districts had staff who were certified under laws from different time periods and who, therefore, held different qualifications. In East Port some teachers taught under old "general" certificates that entitled them to teach in areas for which they had no training. A teacher

with such a pre-1952 certificate might claim a position teaching third grade, home economics, or calculus, no matter what his or her training had been. In Canyon Unified, state waivers were frequently used to postpone compliance with certification standards. One district administrator observed: "At times they don't have a valid teaching certificate., There are ways of massaging it around."

Although districts in many states negotiate the criteria for teacher layoffs, state law in Midland Heights established seniority as the deciding factor. In Harbor Mills, the state legislature had required local districts to hire more arts, physical education, music and library specialists, thus enabling the district to avoid layoffs as regular teachers assumed specialists' assignments. In Canyon Unified, the state reduced students' physical education requirement from four to two years, thus creating a surplus of physical education teachers, some of whom were placed into social studies and English classrooms. As we will discuss below, recent legislation instituting merit schools, merit pay, and master teachers in two states suddenly shifted staffing practices in Citrus County and Canyon Unified, highlighting for us the growing state influence in staffing practices. Each of these influences not only the practices, but also the priorities of the local districts.

Finally, changes in enrollments and finances sometimes require sudden and substantial changes in staffing. In East Port, a 1980 contract provision calling for no layoffs was violated when the city council suddenly and dramatically cut the school budget.

The following year, 710 tenured teachers lost their jobs. Although enrollments have recently stablized, principals carefully monitor changes that might affect their staffing. One who had been told that he would lose a fifth grade teacher because there were 65 rather than 67 children said:

> This is absurd. I'm losing a teacher who likes the building and I like her, and yet we may easily get no extra children in the next two weeks. I don't know whether it was because I screamed and turned nasty, but the message finally filtered down to leave her alone. I held on to her. But even that is relatively tentative. They said that they would check back with me again in two weeks.

Not surprisingly, we found that local districts changed their staffing priorities and practices in response to opportunities for new funds, just as they did in response to reduced funds. When two states in this study dangled attractive financial carrots before their districts, Citrus County responded with a merit schools plan and Canyon Unified devised a master teacher program. As one Canyon Unified administrator explained, the new funds permitted them to move beyond "cutback management."

The various factors that combine to determine staffing patterns--the contract, local polices and practices, court orders, state legislation, demographic changes, and fiscal constraints or opportunities--do not move along on separate and parallel tracks. Rather they crisscross and frequently interact. The impact of declining enrollments becomes a subject for negotiations. A local decision to dismiss incompetent teachers must comply with both state mandated and locally negotiated due process. School officials must reconcile the demands of desegregation orders, mandated curriculum, and teachers' negotiated job

protections. Harbor Mills' personnel director described the interplay between class size provisions, the budget, and administrative decisions:

> We do something the union's not too crazy about. It's always an issue of money. We always have a very tight budget. Budget approval is always a problem. Sometimes there's not enough to pay raises and we have to go back and beg and plead. I have one practice--one that is approved by the board, that the union doesn't like. We predict that enrollments will go down and yet September comes and the principals call to report that they need another teacher. I don't fill the vacancies immediately. The principals call and we ask them to start with a sub while we look around at the other schools. Maybe they're overstaffed. We look for the opportunity to consolidate classes for financial reasons. This year we moved three teachers into those kinds of slots. Then we did some hiring when it looked as though things were pretty settled. The union gets edgy about this before we do the hiring.

In Canyon Unified, the state passed new legislation requiring local districts to attend to problems of teacher competence. In response, the district required all administrators to attend a staff development program on Teacher Power. Administrators liked the program so much that they wanted to use it as the basis for teacher evaluation, and subsequent negotiations centered on whether prescriptive teaching practices could be included in the collective bargaining agreement.

The interaction of these factors combines with the personalities and institutional politics prominent in any local school district to produce a complex pattern of staffing practices. The relative importance of the contract, and the bargaining process that precedes it, diminishes as the profile of other forces gains prominence. Those factors that are external to the school district and beyond the control of mangagement --

state legislation, enrollment declines, or court-ordered desegregation-- frequently and increasingly upstage the local union in its influence over who teaches, where they teach, and what they teach.

This complex interaction of factors provides the backdrop for efforts to reform staffing practices. There is no one lever to pull, no single organization to persuade, no specific rule to change in order to improve the recruitment, hiring, and placement of teachers in our schools. Even if teacher unions eagerly responded to calls for change and willingly negotiated revisions in their contracts, staffing reform would not necessarily follow. For, just as the current components of staffing decisions are many, so too, efforts to change them must be complex and must address the many factors that determine staffing today. The rest of our report documents the union's role in reform initiatives in the five districts of our field study. They respond not only with a vision of what might be, but also with an awareness of what is and a recollection of what has been.

PART II: REFORM

The schooling reform movement that has swept through state legislatures, local citizen groups, and school board rooms in the past two years has centered much of its attention on staffing practices--who is hired, how they are compensated, what they teach, how their work is assessed, and whether they can be dismissed. Whatever the source of those reform initiatives, they become union issues when they reach the local district, for they typically abridge, modify, or supplement provisions of the local contract. Changes in current practices must be reconciled with current contract language. New practices have to be integrated into past practices. Because many initiatives, such as merit pay, the modification of tenure rights, or the limitation of teacher choice in assignments, challenge standard union positions and power, the adoption or successful implementation of such reforms typically depends on formal or informal labor negotiations.

When we conducted field work from June 1984 through February 1985, reform initiatives were underway in four of the five districts of our field sample, and our inquiry there included questions not only about how current staffing decisions were made but also about the local union's role in efforts to change or reform current practices. The experience of each district was unique; the reforms varied in substance, origin, and the process by which they were adopted. Their prospects for success varied as well. The following case accounts illustrate those differences.

Canyon Unified

The first eight years of formal bargaining in Canyon Unified School District were civil and orderly. Prior to the institution of formal negotiations, teachers had staged a one-day strike when, as a district official explained, "a small salary offer presented to the teachers had to be rescinded because of a financial crisis." According to a union leader, during the first year of negotiations the two sides "went hammer and tongs at each other for eight months," but soon began to "approach [negotiations] in a problem-solving way." Over time, the bargaining relationship had matured from what one union leader called "meet and defer" paternalism to one of respect. "Some rationality has crept into the process," observed a union leader. A district administrator concurred: "Generally the relationship is good." Although a small number of teachers characterized the labor relationship as "adversarial," most were more positive, calling it "cooperative," "fairly decent," and "good." One union negotiator even said "I would say that the current status is very close to harmony."

The Canyon Unified School District, a western secondary school system, covers an area of 365 square miles, includes three senior and three junior high schools, and serves 9,000 predominantly middle class students. The community is described as politically conservative. As one union leader explained: "Believe me, this county believes in local control." The student body is 86 percent white, 11 percent Hispanic, 2 percent Asian,

and 1 percent black. The racial profile of the staff generally corresponds to that of the student body.

Teacher support for the Canyon Unified Teachers Association is reportedly high, with only 30 teachers choosing not to join. Despite the membership figures, staff do not regard their organization as strong. One said, "Teachers are satisfied, although they are not very active."

Union leaders and school district administrators negotiate in Canyon Unified without assistance from lawyers or state union advisors. They have an informal understanding that either party may bring anyone they choose to the table. Many problems of contract management are addressed informally, and since the advent of bargaining, there have been no arbitrations. Only three or four grievances reach step one of the process annually.

Canyon Unified's superintendent is widely regarded for his generous and humane dealings with employees. One union leader said: "He is as loved by teachers as a superintendent could be." Other union officials agreed that "he is a good politican" and "his image is good" but expressed concern that "he has been riding on that for too long and removing himself from issues with which he should have been involved." When enrollment declines seemed to require teacher layoffs, the superintendent created new positions and retained all staff. When administrators failed to perform effectively in the schools, he created positions for them in the central office. As one teacher explained: "He has picked some people to go up with him who probably don't deserve it. He seems to be moving them up because they're poor principals. It could be that he feels sorry for the guys and doesn't want to

dump them." Teachers reported that although the superintendent has said he is philosophically opposed to collective bargaining, he has been cooperative with the process.

The Canyon Unified School Board, which maintains a low public profile, is variously criticized by teachers and administrators as being "a rubber stamp" or "in the superintendent's pocket." It is widely agreed that the superintendent and his administrative staff set policy and manage the district independently of the school committee.

Union leaders are widely respected for their skill as teachers, diligence as teacher advocates, and image as teacher representatives. A district administrator explained :

> A distinction has to be made between this district and some others where the union is really out to control the district. There was a change in union leadership with the advent of collective bargaining. The prior leadership was disgruntled but ineffective. The current leadership includes very good teachers, dedicated teachers who feel strongly about the union but are not out to destroy things just to build up the union. The prior president was the best teacher at the high school, the type of person you'd love to have teaching your kid. The current president. . . is also an excellent teacher.

Another district administrator described the teachers' representatives as "altruistic. What's good for the kids, as well as good for the teachers, is what's important." One union official, who served as chief negotiator for the first seven years of bargaining , is credited with having drafted most of the contract language and serving as an informal legal consultant to both teachers and administrators in the district.

The district itself is highly decentralized, with the principals of the three junior and three senior high schools

having considerable freedom to staff their schools. As one teacher said, they have "their little kingdoms." A central office administrator explained the unofficial policy: "As long as it works well, the district office doesn't like to interfere." Principals agreed that they have virtually complete power to hire and reassign staff. Most did not report being encumbered by the contract and the one principal who did said that he could usually circumvent the restriction by negotiating informally with the teachers.

The district was in the process of considering modest changes in the current teachers' contract when the state legislature passed a comprehensive educational reform bill designed to substantially change local staffing practices. Among the law's many provisions were :

* a Mentor Teacher Program that would award $4,000 bonuses to outstanding teachers who supervised new teachers or provided staff development for experienced teachers;

* financial incentives for increasing the length of the instructional day and year ($35/student for increasing the school year to 180 days; $60-$120 per student for extending the school day);

* a Classroom Teachers Instructional Improvement Program (CTIIP) that would competitively award $2,000 grants to teachers in response to proposals for specific projects;

* a tenth grade guidance program that would increase counseling services for students under 17 years old;

* a requirement for remedial work with unsatisfactory teachers and revised dismissal procedures for incompetent teachers.

The state reforms were much-heralded and promised substantial new money to the local districts which, for several years, had been contending with limitations imposed on the local

property tax. As one Canyon Unified administrator said: "We are moving from cutbacks to planning more programs."

The legislation did not specify the details of the reform programs, leaving them to be resolved at the local level. Since much of the legislation affected terms and conditions of employment covered by the state labor law, many issues had to be formally bargained locally . Union leaders quickly demanded that the implementation of all new programs be negotiated and that state funds be used primarily to increase teacher salaries. One district administrator said that the union "was out to get all the teacher rights into the contract," but that they were "not out to hamstring the administration." In keeping with past practice, negotiations proceeded from the union's agenda, with school officials responding to union proposals once they had been publicly "sunshined" as required by state law.

Despite relatively cooperative labor relations, the negotiations were protracted and strained. Labor and management differed about how much of the new money would be used to increase teacher salaries. The union argued persuasively that the legislation "strongly implied that the funds should go to salaries for certificated employees" and teachers eventually received a 12 percent raise with the provision that "if at any time the state reduces or eliminates the incentive funds for the longer work year. . . it shall be the option of the District to cease paying through to unit members. . . and to reduce the length of the unit member work year to that required in 1983-84." Similar language was included in reference to the longer instruc-

tional day. A management negotiator recalled: " Teachers wanted the longer day and every damn penny that could be bled out, and they pretty much got it."

The local union, like its state affiliate, initially opposed the Mentor Teacher Program because it singled out teachers, resembled merit pay, and might provide an excuse for administrators to foist their responsibilities onto teachers--"to fix their pet problems rather than to support good teaching." One teacher explained: "Many people see the Mentor Teacher Program as merit pay in disguise. Others recognize that it is extra work." Another teacher recollected: "We felt that it would be hard to single out specific teachers as being special and eliminate others who might well qualify." But management continued to promote the program: "We were having to fight the union the whole way. Many times in our administrative group we would have said, 'chuck it,' but it was in the limelight of the administrative reforms so we persisted."

Eventually, as one union negotiator explained, the "district made it clear that they were going to go with it. We wanted input into the policy and the selection process. We wanted to help manage the process of the program. We wanted to protect our members." The sides negotiated selection procedures and mentors' responsibilities. The union expanded on the legislation and proposed that applicants conduct specific programs of "staff and/or curriculum development" "intended to benefit students, staff members, the school and/or the District." The sides debated the procedures by which mentor teachers should be chosen and

eventually established selection committees with a teacher majority of one.

In bargaining over the Classroom Teachers Instructional Improvement Program, which received both labor and management support throughout negotiations, the sides debated whether the $2,000 stipend would be used for supplies or supplemental salaries, with the administration view that the funds should support "program rather than people" prevailing.

The law required new procedures for dealing with unsatisfactory teachers. District administrators had lately participated in a teaching effectiveness program called "Teacher Power," roughly fashioned on the Madeline Hunter five-step model of instruction. They were enthusiastic about what it might offer for improved supervision, and management negotiators sought language that would require teachers judged to be unsatisfactory to participate in a Teacher Power improvement program. Union negotiators resisted contract language that would prescribe instructional practices for experienced teachers, but agreed to require new teachers to be trained in the principles of Teacher Power.

The sides differed about the use of $29,000 in new guidance funds. Management sought more time from counselors while the union sought higher salaries. However, both sides acknowledged that there was no pressing need for increased guidance services. One union negotiator explained that the legislation had been intended for districts, unlike Canyon Unified, that had been forced to cut back guidance services in recent years: "Both sides agreed that they were not needed. There were too many

complicated obstacles that had to be worked out and the money was not worth it." When they could not agree, the issue was tabled. A district negotiator said: "It's not in the contract now and I'm not sure it ever will be."

One by one, the issues were resolved and the reforms incorporated into practice, but signed contract language did not resolve all the problems of implementation. The Mentor Teacher Program drew the most comment from respondents. Initially applications were low and suspicions high. Teachers complained that the mentors' responsibilities were poorly defined and a district administrator confirmed: "We didn't really know what we wanted to do. The legislature was vague on whether the $4,000 was because you were a great teacher last year or because you were supposed to do extra work this year." One teacher recalled: "Nobody knew quite what it was going to mean. Some said, 'you are going to do administrative work.' Others said, ' You will be out of the classroom.' Someone else said, 'You'll be like a big brother.' There were just some teachers who didn't want to leave the classroom and others who were philosophically opposed." A second teacher recounted: "Many people said that this was the best year to get into it because nobody knows what's going on. When I heard that, I knew it was a program not to get into at all." One central administrator confided: " Some say the best didn't apply." A high school principal explained: "Teachers responded generally coolly to it although they didn't freeze it out. There were three applicants in this school. I would have been happier if more had expressed interest." Sometimes those selected were neither well experienced nor well regarded. One principal whose

mentor teacher had only three years of teaching experience said: "If others had applied, she might have been beaten out by a veteran teacher. The veteran teachers don't see her as a veteran teacher. So she will work with new teachers."

Those mentor teachers who were interviewed reported that they had applied more for the financial benefits than for the new opportunities of the role. A teacher said: "They had to dig deep to get their volunteers. Money was the only incentive, I think." A mentor teacher explained: "Initially I was as against the program as anyone, but it became clear that we would have a program, and I thought I could do a better job than having no one do the job. I tend to be a person who's very involved anyway and most things I'm involved in get me extra money." Another said that she had applied primarily for the money because she is a single parent and had been "meeting the criteria for years without getting paid for it." Yet another explained, "I felt that as a department chair with new people coming in I would be working with them anyway, so why not apply? I was already involved in writing a grant for a computer math remediation program and so I knew that I was already meeting the criteria."

Several mentors reported that, after one semester, they still did not know what they were supposed to do. One said: "Everyone has yet to see why I'm getting extra money. Others reported being isolated by peers: " I've made more enemies than friends over this Mentor Teacher Program. There is a certain jealousy over the money and there is a certain view of my being

presumptuous in applying for it." A colleague quipped: "We tease mentors mercilessly."

Despite all these initial difficulties, the program was beginning to gain cautious acceptance after six months. When additional money became available to fund one semester mini-mentor teachers, two union leaders submitted their applications. One teacher speculated that although "a lot of the best teachers boycotted it, now that the program is in effect, a lot more teachers will apply. The stigma has been removed. . . People have begun to realize that if we good teachers don't get involved in this, someone else will." Another, who characterized the selection process as "arduous and efficient," believes that the district is very serious about this program, that it is "very different than past token efforts at reform."

The Classroom Teachers Instructional Improvement Program, which was favored by the union during negotiations, encountered trouble during the selection process when the committee awarded only half of the 16 available grants. Proposals for power reading, laser technology, computer assisted biology instruction, and video classroom instruction were reportedly "shot down" in one high school. One member of the selection committee explained that proposals were generally rejected for not including sufficient information about goals and objectives or evaluation criteria. She disagreed with such decisions, contending that any teacher with a good idea should get the $2,000 and a chance to pursue it. She reported that, by contrast, administrators on the committee "felt that they had to protect their money and the quality of the grants." However, more information was provided

about the appropriate format of grant applications and when the competition was reopened the union president was among those submitting proposals.

The Teacher Power Program, which teacher negotiators had feared might compromise their academic freedom, gradually gained support from staff. Building administrators and mentor teachers participated in the workshops and prepared to train others. Some teachers criticized the program as nothing more than common sense, while others believed that it was innovative. One called it "very valuable." Another said: " I'm very supportive of it. I think it's a fantastic program." Whatever its merits, training in Teacher Power engaged many staff in the process of supervision which was variously described before as having been "meaningless," "cumbersome," and "a farce." Many teachers had never been evaluated regularly and one reported not having been observed in 15 years. The state reforms had directed new attention to evaluation while local negotiations had focussed it on Teacher Power. New efforts to observe and supervise were welcomed in several schools, and although some teachers found them excessive and others remained skeptical about the district's long-term commitment to evaluation, many agreed with this respondent who said: "It's a step in the right direction, better than no action at all."

The district completed the first stage of a three-year plan to lengthen the school day and school year, while teachers enjoyed the benefits of substantial salary increases. Most teachers reported that the additional time was warranted. Classes

had been cut from six to five because of budget constraints and as one teacher said: "Kids were shortchanged by one-fifth and they fell behind."

The first year of the reform programs was difficult. Local labor relations and bargaining practices had to adapt to new outside demands. Negotiators had to reconcile the intentions of state legislators with the priorities of local participants. They had to devise new ways to negotiate the terms of programs that did not yet exist. District administrators and principals, accustomed to exercising considerable discretion in managing their schools, had to adjust to the constraints of legislated programs and state funding and become accustomed to oversight by union leaders. However, reportedly the process was worth the time and trouble. Teachers were assured that their interests were being considered. Negotiators were forced to consider the practical implications of the reforms. Eventually, participants began to give the new programs their cautious approval, if not their enthusiastic support.

Those in this highly decentralized district agreed that the state reforms centralized administration and diminished local control. While the parties negotiated how they might spend state money for guidance, there was no serious discussion of reducing class size, a major concern for Canyon Unified teachers whose classes often had 40 students. But class size was not on the state agenda and, therefore, not on the local agenda either. As one teacher said of the state's increasingly centralized education system: " You have to march to their tune."

Citrus County

Once Citrus County was the site of the most contentious educational labor relationship in the state; today it is the site of one of the most cooperative. That relationship, and its influence on past staffing practices, figure prominently in the district's recent response to state-initiated reforms.

The Citrus County School District, one of the largest in the country, serves the most densely populated area of a southern state. Characterized by one district administrator as "a middle income community," the county is racially mixed, with minority students, who comprise 18% of the enrollment, living in the south. Court-ordered desegregation divides the county into north and south for student busing, and students are periodically rotated among schools to ensure integration. Over time, enrollments have been stable with declines in the regular program being balanced by the growth of special programs. While other districts have encountered staff layoffs, Citrus County teachers have enjoyed job security, and although salaries throughout the state are low, those of Citrus County have always been among the highest.

Citrus County teachers were among the first to organize in the state . ollowing a one-day work action in 1967, management met with the Citrus County Teachers Assocition and tentatively agreed to a contract. However, while ratification was still pending, the union honored a six week teachers' strike called by their state affiliate and their action generated considerable ill will, setting back the negotiating process in the district. Relationships gradually improved during the following two years,

and in 1970 the sides first met under a local meet and confer law. Four years later the state enacted its collective bargaining law.

Respondents recollect that during the early years of bargaining neither labor nor management was particularly skilled in negotiation and their relationship was predominantly adversarial. The terms of the current agreement were largely established at that time. One district administrator explained: "The contract that was bargained in 1974 was essentially the contract you see now. The nature and the comprehensive scope of it came about in the 1974-75 negotiations." That contract, which includes strong managerial prerogatives, is regarded by both teachers and administrators as a good one.

Over time, the labor relationship has grown to be exceptionally cooperative, some even say "cozy." In part, this cooperation has been possible because of the remarkable stability of leadership on both sides of the table. Although the presidency of the union changes every two years, the union's executive director has held his position since the inception of collective bargaining in 1970, while the superintendent had 23 years of experience in the district as both teacher and principal before assuming his present position in 1981. He observed: "We have a pretty good relationship with the union. I might want more constraints on the union from a management position if I couldn't work things out with them, but we do work a lot of things out." Similarly, the union executive director noted: "We don't have a lot of fights. I guess it's because the fights are so far behind us. . . . "

The superintendent attributes the spirit of labor-management accommodation largely to the union executive director's personality and philosophical approach: "For a union guy, he's essentially conservative. . . He thinks [the teachers] profit more by a good relationship." The head of the personnel department observed that although some outside the district might view Citrus County as having a "sweetheart agreement," he believes that the cooperation between the parties is very effective:

> Bargaining shouldn't be something that gets in the way of kids. The educational system is the first thing that's important. The labor relations end of it should be worked out between the parties as quickly as possible, and as effectively as possible, so that you don't interrupt the services to students.

He characterized the labor relationship as "mature," and noted that most of the fundamental differences between the parties had been resolved years before. All disputes are not settled informally, however, and the district processes approximately 25 grievances each year, about eight of which are arbitrated. A central office administrator explained: "We have a unique system here that uses a third-party neutral. One arbitrator does all of our cases," and reportedly, management prevails in 75 percent of such cases, most of which deal with evaluation, assignment and transfer.

Most principals and teachers spoke favorably about the labor relationship, characterizing it as "very good, excellent," "cordial, open" and "relatively cooperative." Those who criticized it contended that it was too close. Citrus County

teachers were aware of the superintendent's considerable experience at different levels within the district and they viewed him quite positively. One teacher commented: "He is a unique person in that he cares about kids and has combined the art and science of educational administration. I respect him and have confidence in him." The union leadership was also well regarded by the teachers. Respondents described the leaders as "sensitive and caring," "looking out for teacher interests," and "willing to go to bat for us."

The cooperative labor relationship that had developed over time enabled the district to resolve problems that might otherwise have been intractable, such as the transfer issue presented by desegregation. When the court ordered Citrus County to desegregate its schools, the district entered into a voluntary agreement to desegregate staff as well. Many minority teachers who lived in the south were reassigned to schools in the north of the district, requiring some to commute 80 miles each day. According to their contract, teachers were entitled to transfer on the basis of their seniority, but the necessity of maintaining minority staffing in the northern schools took precedence over this contractual right. The sides eventually negotiated an agreement that such teachers should have the right to transfer back to the southern schools if appropriate teachers could replace them. Successful recruitment of minority teachers by the district office eventually made such transfers possible.

There were similar reports about labor-management cooperation over teacher dismissals. Although the union was careful to protect the procedural rights of its members, several

respondents noted that the union did not condone poor teaching. As the superintendent observed: "In a closed room some place, even [the executive director] is concerned about incompetent teachers."

Some argued that a second major factor contributing to this cooperation was the political power of the union, which tended to equalize strength between the two sides. One teacher said that the union was "one of the most effective locals in the nation, politically." A central office administrator confirmed the poltical power of the executive director: "He has personal types of contacts with the legislators, senators, representatives, and the commissioner--the whole works." Some teachers believed that this political involvement enhanced their power; others contended that it diverted their leaders' attention from the day-to-day needs of the membership. However, union leaders in Citrus County reported being proud that in a right to work state well over two thirds of the teachers are union members and they attributed that support to the union's effectiveness.

The fact that neither party uses legal counsel at the bargaining table offers further evidence of their informal relationship. Management's team is headed by the director of human resources and includes representation by area superintendents and principals. He depicted the negotiation process as being "pretty down to earth without a lot of posturing between the parties." There are frequent informal contacts between the sides and many issues are resolved in the mode of problem solving rather than

bargaining. The union's executive director recalls: "Originally we tore into the entire contract" during negotiations. However, now the process is considerably more measured. Looking towards the 1985 negotiations, the head of the management team anticipated that he and the union's director would sit down, go through the contract, and decide point by point where they agreed or disagreed. He thought that negotiations would "boil down to half a dozen items including fringes and supplements. . . . Our philosophy is 'if it ain't broke, don't fix it.'" Union leaders expected that the 1985 negotiations would focus on salaries and fringe benefits, two components that teachers often believe need to be fixed.

Principals in Citrus County have always exercised considerable discretion over the staffing in their schools. The union executive director observed with some dissatisfaction: "It's the only school system I know of this size that still allows principals to do the hiring." Principals could either independently recruit teachers or interview candidates referred by the district office, and their recommendations were virtually always honored by district administrators. One principal, reported that he would be very upset if his recommendations were rejected and observed, "I still say the elementary principalship is the best job in the system. We have our own kingdoms."

Although several principals who were interviewed said that they would like greater autonomy, most reported being satisfied with their involvement in and discretion over staffing. One assistant principal said that he thought there was "a good balance between the principal's power to recommend and the

county's obligations." Most teachers also felt that the balance was right and beleived principals had sufficient flexibility to determine who taught in their schools. One observed: "All the principals I've worked for could make decisions about who could teach." Another said: "If the principal wants control, he or she can have it."

Decentralized management is embodied in a state law intended to promote school-based management in the schools. This law assigns increased powers to school site councils in each building. Recently, the district negotiated a contract provision giving individual schools the right to resolve scheduling problems associated with the new seven period day. The head of personnel explained that because the problems in each school were unique, it seemed logical that the solutions should also be unique.

Other policies, however, tend to centralize the district. The desegregation order has led to a districtwide student assignment and busing policy requiring more standardization of program and practice. In commenting on recent reform initiatives passed by the state, the superintendent observed that the legislature seems to forget that those laws promoting school site autonomy are on the books, and imposes more requirements which centralize school management and seem contrary to the concept of school-based management.

In response to the national reports on schooling in 1983, the governor, business leaders, and legislators proposed statewide reforms of educational staffing practices, including a merit pay

plan called The Master Teacher Program and The Merit Schools Program. Both labor and management in Citrus County opposed the bills and mobilized considerable political influence to defeat them. The school and union officials allied in opposition to programs they believed might be divisive, pitting teacher against teacher and school against school.

The Master Teacher Program, was intended to recognize outstanding teachers by naming them Associate Master Teachers and rewarding each with a stipend of $3,000. Eventually, these teachers would be eligible to apply for master teacher status, which carried a higher salary supplement. Applicants were to be judged on the basis of subject tests and classroom observations conducted by administrators who had undergone a prescribed training program. Initially, Citrus County teachers and administrators opposed the Master Teacher Plan both because they believed the comparative performance measures were not available and because they anticipated that such distinctions among teachers would undermine staff morale. Once the legislature had passed the bill, the union encouraged teachers to boycott the plan, and during the first six months, only 98 of the district's 6000 teachers applied. One elementary principal called it "a terrible idea. It's going to tear down all the camaraderie I've built up with the teachers, because I'm the one that's going to have to decide." Another said: "It's a big mess. . . they went into it too hastily. "

Teachers also opposed the plan, calling it "a disgrace," "a lottery," and "the stupidest thing I've ever seen." Many believed that merit pay was an attractive idea that couldn't be

implemented fairly. Gradually, however, many Citrus County teachers grew to believe that the boycott was serving no political purpose and would only deprive staff of additional salary. By January, 1984 approximately 1,500 teachers had applied for the program. Frequently those teachers who spoke most disparagingly about merit pay admitted that they had applied or intended to. One who had been particularly virulent in describing the plan, concluded: "I may as well try it if they're giving it away. Most teachers have applied." As one central office administrator observed in September: "It's hard to pass over $3,000. I don't know what the attitude will be this year, but I've got the impression that they're not going to boycott."

More controversial than merit pay, however, was the legislation on merit scools, designed to reward the top quartile of a district's schools on the basis of standardized test scores. Believing that such a program would create invalid distinctions among the schools and promote have and have-not status, the district again fought the bill, and again they were unsuccessful.

According to the legislation, each district seeking to participate in the program had to submit a plan specifying how they would collect the local data and identify those schools deserving recognition. Initially, the district intended not to participate in the plan. However, the legislature was intent on its reform and would fund the program so that a substantial sum of money would be divided among those districts submitting acceptable plans. Neither the Citrus Couny administration nor its union could tolerate letting the money go.

The law required that local districts submit their plans for state approval. Citrus County used a regression formula to analyze their student test scores and concluded that there was only a five percent difference between students' projected and actual performance among the schools of the district. Since the advent of desegregation, the district had reportedly worked to equalize the resources of each school and to convince the public that the schools were of equal standing. They were reluctant to recognize some schools as more successful than others, particularly when such recognition would be based on small differences that might actually represent statistical error. The district's desegregation plan included periodic rotations of students among schools and, therefore, it was very important to maintain parental support for all schools. The union's executive director explained:

> The test score issue was hot stuff with us. Under the court-ordered desegregation plan, we have to rezone. We're rezoning 6,000 kids over the next two weeks for next year. Merit designation in those kind of circumstances could be catastrophic. You try telling a parent that their busing location has come up and that we're going to take their kid out of the neighborhood merit school and put him into a non-meritorious school down the road, and see what happens.

Working with the teachers' union, the district devised a formula whereby student test scores would be combined with thirteen additional variables, including items representing such factors as attendance, energy conservation, and instructional climate. If acceptable, this formula would designate schools as being in the top quartile on the basis of different criteria.

The state rejected this plan, insisting that half the money must be used to reward schools solely on the basis of test scores.

The district then submitted a second plan, one which would identify Merit Schools on the basis of test scores and Schools of Distinction on the basis of other criteria. The state accepted the plan, but neither management nor the union harbored any illusions about its real value. One central office administrator said: "It's not a good plan. We had to make a lot of compromises that we didn't want to make. But at the same time, we think we can make it work." Teachers and principals took a similar view. One principal was extremely disdainful: "This Mickey Mouse plan that's been worked out now in order to get state money is just a farce. . . . That was something that they had to come up with so we didn't lose those dollars. And yet it was agreeable between the union and our county." Teachers variously called the plan "confusing," "a fiasco," and "an absolute farce." The school board, which had opposed participation in the Merit Schools Program for the same reasons voiced by teachers and administrators, reluctantly approved the proposal on a five to four vote.

The legislature had intended Merit Schools awards to supplement teacher salaries, but the union opposed this, arguing that the money should fund school improvement projects such as curriculum development or sabbatical leaves. The head of personnel commented on this stance:

> In the Merit Schools Program. the state set aside 2 1/2 million dollars, in this particular district that could have conceivably been used for teachers' salaries--money in the pocket of teachers. This particular teachers' union took a philosophical

> stand against the merit pay concept, and said that what they would prefer to do is not give any more money to an individual teacher and thus segregate their teachers into the haves and have nots. Instead, if your school is selected as a Merit School or School of Distinction, that money would be dropped into additional things like clerical help, AV materials, or computer software--non-teacher salary things, but things that mean a lot for kids. I think it's highly unusual. I think this is the only district in the state that did this. The rest went directly into teacher salaries.

By law, financial awards for Merit Schools were to be higher than for Schools of Distinction. In some Citrus County schools, active PTO's already raised substantial sums of money to fund supplementary school programs. For example, parents in one middle school raised $63,000 in one year. Therefore, in an effort to prevent further disparity by designating already well-endowed schools with Merit School status, the union proposed that schools with extensive PTO funding refrain from participating in the program or apply only to become Schools of Distinction, while those needing more discretionary funds apply to be Merit Schools. The law required that faculties must agree to participate in this plan because of the added work it might entail. If only one-fourth of the schools applied to be Merit Schools, they would be selected, no matter what their test scores were.

A district official praised the union's efforts: "The association tried to maximize the number of schools that could come out of it. They were extremely effective, and when I say effective, I don't mean devious, but very sophisticated in the way they dealt with the issues." However, the union was not successful in persuading faculties how to vote. Teachers, it

seemed, took the intent of the plan more seriously than district officials and union leaders, and faculties in 17 schools chose not to follow the union's recommendations in voting. A teacher in one school that voted against the union's recommendation defended the decision: "If we voted not to be a Merit School, we'd be punished for having raised money in the past and schools which didn't raise much money would be rewarded." Many teachers chose to put pride in their collective achievements ahead of any ideological disagreement about the reward system. A union building representative, who had seen her school make great advances under a new principal, spoke of her "very strong feeling that this school should not go along with [the union's recommendation] because we felt that we more than qualified for Merit Schools." Her colleague agreed:

> All of us here felt that we have turned this school around. There is very effective leadership in the principal's office and great cooperation among the teachers. We have had a tremendous turnover in the past and now the school is stabilized. I don't know if it's fair of us to want to be a Merit School, but if you're going to have it, we deserve it.

Both the legislation and the district's eventual plan were centralizing forces in Citrus County. Ironically, the district plan was intended to protect individual schools, but teachers responded to it as if it threatened their school site identity and autonomy. They did not seek divisive competition, but they did want recognition along with the funds that would enable them to improve their schools.

Recently, the design of the statewide reforms and the speed with which they were enacted have come under heavy criticism from a number of sources outside Citrus County. Serious problems with

a number of sources outside Citrus County. Serious problems with the teacher evaluation and selection process have generated much criticism. The president of the senate recommended that the Department of Education fire the administrators responsible for the implementation of the Master Teacher Program. A recent state audit concluded that the Department of Education had failed to plan and staff the program adequately during its first year of operation.

Unions, too, have continued formal opposition. Nine local unions unsuccessfully filed suit challenging the legality of the Master Teacher Program, contending that it violated their right to collective bargaining. In a separate lawsuit, the state affiliate of the NEA challenged the constitutionality of both the Master Teacher and Merit Schools Programs, again without success. The union intends to appeal this decision to the state supreme court.

Many respondents in Citrus County believed that the political origins and financial dependency of these reforms would limit their longevity, that eventually implementation problems, high costs, and uncertain payoffs would lead legislators to abandon them. In the meantime, union leaders and school officials in Citrus County sought to garner the funds while protecting their schools from adverse effects. They did not see themselves as participating in staffing reform. As the union's executive director explained: "What we're doing here is a whole lot of damage control."

East Port

Since bargaining began for East Port teachers in 1966, the labor-management relationship there had been contentious and intermittently hostile. Combattive negotiations, threats, blame, and strikes punctuated labor relations that were routinely adversarial. The East Port Teachers Union (EPTU) had won a strong contract and, as one principal said, "received a tremendous managerial advantage" when "more was bargained away than needed to be" during the early years of negotiations. Union leadership was notable for its continuity over 18 years of bargaining, while the superintendency changed repeatedly.

The district contended with a number of problems. Student enrollments declined dramatically from 85,000 to 54,000 in ten years. Court-ordered busing had bitterly divided the city and disrupted instruction. Rapidly increasing costs and property tax cuts imposed by a voter-initiated referendum posed ongoing fiscal problems. Moreover, there was growing evidence that the schools were failing. Reading scores were low, dropout rates were estimated to be at 50 percent, and large numbers of middle class students were leaving for private schools or the suburbs. Some blamed the schools' failures on the judge in the desegregation case; others blamed the central office that was said to be "autocratic" and "ineffective"; others blamed the district's 4,000 teachers, their union, and their contract.

The strong EPTU contract, coupled with an adversarial labor relationship, had made personnel practices routinized and rulebound in East Port. Teachers' seniority rights were virtually

absolute. Layoffs, transfers, and bumping sequences were determined by length of service, modified only by a court order that required separate layoff lists for black and white teachers and the maintenance of racial quotas among staff in schools.

The layoffs of 1,300 teachers over eight years, and fiscal constraints imposed by a disgruntled city council had focussed public attention on the teachers and their competence. As one veteran principal explained:

> Historically, the system used to bury its lemons. You could do that when you were in a no-layoff mode and had plenty of money to throw around. You could always get somebody out of the classroom and hide them. But as you lose the slots, you lose the positions where these lemons have been buried for perhaps 25 years. You begin to pick up the significance of the problem. You may be putting people back into the classroom who haven't been there for a while.

Moreover, the court order required that large numbers of black teachers be hired rapidly to meet quotas. Some contend that initial hirings were done without sufficient regard for preparation and competence. The extensive layoffs and transfers required by declining enrollments and staff desesgregation were regulated by seniority provisions of the EPTU contract. Sometimes the results were chaotic.

One teacher reported being laid off and recalled "ten times in ten years," never having the same assignment two years in a row. There were frequent stories of inappropriate assignments. A physics teacher was bumped from her position by a more senior kindergarten teacher who had never studied physics, but who held a general certificate to teach all grades and subjects. An art teacher was assigned to teach Italian and reportedly spent her

weekends in the Italian neighborhood of the city trying to learn the language.

Principals had lost control over the staffing of their schools. While the central office retained authority to hire teachers, contractual rules moved them from school to school and program to program. During the early 1980's, principals often didn't know who would show up to teach until the staff arrived in September. New schools with junior faculty were repeatedly decimated as bumping procedures forced younger staff out of the school each year. One large high school with an experimental program lost 80 percent of its teachers in two years. Some resilient principals coped with this loss of discretion as best they could, making "end runs around Central," " raiding" other buildings of strong senior staff , and carefully working the contract to their advantage. One such principal explained:

> Some of us learned, however, to work within the rigidity of the contract and get what we felt was needed. There were loopholes. As loopholes were discovered, they were tightened up, and so it became a chess match. How do you get people into the building without violating the contract? Or, if you violate the contract, how can you defend the purpose of it?

But their strategies were numbered, support from the central office was never assured, and most principals simply acquiesced to a system in which they had little formal power.

In 1981, a new superintendent took office, determined to regain control of a school district generally agreed to be out of control. Much of his attention centered on upcoming negotiations with the EPTU. He was intent on regaining management prerogatives, dismissing incompetent teachers, and reaffirming

the "sanctity of the building" and the role of the principal as educational leader. He stated publicly that "the present contract is an obstacle to quality education."

Although few believed that any superintendent could substantially change the union contract, there was widespread support for his efforts. The newsletter of a local citizens group stated:

> Nothing else that will happen in the next three years exceeds these negotiations in importance... The system is at a crossroads. Positive educational steps have been tentatively taken, but they cannot reach their full potential without changes. At the end of the day, the needs of the students must take precedence over any other considerations or anyone else's 'rights.' In a system where two-thirds of the six graders read below grade level, where probably a third of the high school students don't graduate, it cannot be otherwise."(Jan/Feb, 1983)

Principals, too, supported the superintendent's intentions. A group of them who participated in a school site management program met regularly to propose contract changes that would increase their discretion in the schools. These principals, said by one central administrator to be "the movers and shakers of the system," advocated that site administrators should interview and select from applicants seeking to transfer into their schools, that an "excellent" rating should be added to the current "satisfactory" and "unsatisfactory" options on teachers' evaluations, and that teachers should be required to demonstrate subject matter competence before moving into a new program area.

There was even evidence that the teachers themselves supported higher standards and would accept curtailment of their seniority rights. Many had experienced the disruption of

transfers; most had witnessed the chaos of bumping. In retrospect, a union official observed that perhaps the seniority rules were "too good for our own good." But many other teachers regarded seniority as the strength of their contract, and threats to that standard --particularly those proposed by a superintendent who some thought to be anti-union--were seen as threats to their livelihood. The local press predicted the talks would be "the most bitter in years" and that they would " pit a superintendent on record as willing to fire striking teachers against a union that has seen the system cut 1,500 teachers in the last three years and will zealously guard the benefits accrued through bargaining in the last 12 years."

Bargaining occurred against a backdrop of the ill-fated PATCO strike. Management took the initiative in negotiations and, as one administrator reported, began "negotiating from our agenda." They sought a clearer definition of mangement rights, more time from teachers, elimination of bumping, greater discretion for principals in teacher assignment and transfer, guarantees of teacher quality, and various minor revisions that would enable them to better manage the district. Budget constraints made salaries an issue in negotiations, but management was less intent about limiting wages than about regaining staffing prerogatives. The union sought to maintain the strength of their contract.

From the beginning it was apparent that union compromises were inevitable. As one negotiator explained, the school board, up for re-election and determined to regain control of staffing practices, was "on a white horse defending the right and the

true." The superintendent, who took a more pugnacious stance, later reflected: "I think that the strategy part was to kick the hell out at first and then come in more reasonably at the end. Because you had to let them know you were around." As one teacher explained, the staff perceived the superintendent to be "very rough and very tough. If we fight him too hard, you know, he's threatened to throw everyone out on the street and hire new teachers."

Through years of successful negotiation, the union leadership already had acquired such a reputation of being a strong adversary. The president was regarded as tough and fair. One secondary principal said he "is a middle of the roader. He has a commitment to the system. He has a commitment to unionism. He has a commitment to reform. And he has a commitment to the people who are in his bargaining unit, as it should be."

Negotiations were heated and prolonged. Some changes sought by management were approved early, such as the inclusion of an "excellent" rating category and voluntary transfer language empowering principals to select from the three most senior applicants. However, other issues such as bumping, qualification requirements, and restrictions on seniority in involuntary transfers, were unresolved by Labor Day when the current contract expired. When management offered a salary settlement that was conditional on the availability of city funds, the union unanimously rejected the offer and began to organize for more militant responses. Over 2,000 teachers rallied outside the central office in October and the union executive board empowered

the president to call a one-day strike if necessary. Management responded in kind by refusing to extend the current contract and threatening to withhold step increases. As one school official explained: "[We] issued a very tough letter to every single teacher which said that a strike is illegal and a work stoppage is a strike. Nobody who is out. . . is going to be considered to be out on authorized leave." The strike was averted by renewed bargaining and political pressure from the mayor-elect.

Some thought that the election of a new mayor, enthusiastically endorsed by the EPTU, would delay negotiations until January when he took office. However, he was unwilling to inherit a prolonged job action, and compelled the sides to negotiate. Reportedly, he called the parties to his home and told them: "Settle it if you want to have a friend in City Hall--if you both want a friend in City Hall." Serious negotiations began and the parties rapidly reached a settlement.

The final agreement included union concessions that most would never have anticipated three years before:

1. A specific management rights clause was included that one parent advocate predicted would " discourage challenges of educational policy."

2. Sequential bumping was eliminated. In the case of a layoff, only one teacher would be involuntarily transferred.

3. The sides agreed that teachers could not be assigned to program areas without demonstrating subject matter competence through either recent teaching, recent coursework, or success on the National Teachers Examination. Music and special education

program areas were further subdivided to ensure appropriate skills.

4. The "excellent" rating category was added permitting principals to recognize exemplary teachers in written evaluations.

5. Management gained the right to place new teachers at any step on the salary scale for purposes of affirmative action or to alleviate teacher shortages.

6. Principals were granted the right to choose from among the three most senior applicants for voluntary and involuntary transfers , with teachers being assured of one of their three choices in involuntary transfers.

7. The school year was extended by two days for experienced teachers and five days for new teachers.

8. Teachers were required to attend two evening parent meetings and five additional inservice meetings.

Despite the many give-backs of this settlement, it was not portrayed as a union defeat. The union president characterized the agreement as "fair": "There were things that both sides swallowed hard on, that they didn't like. But they were things that we could live with." He reported that although "There's something to make everyone unhappy,. . . 90percent of the members are more happy than unhappy." Most teachers confirmed this assessment. As one building representative said: "They compromised wisely."

A central administrator also emphasized the importance of compromise in the settlement: "Neither of us got up when we were

done and said we beat the other side." He noted that the agreement indicated "a giant step toward professionalism in the teaching ranks. There's no way that one could perceive this as a management-imposed agreement. It was an agreement that came as a result of hard negotiations." He praised the union president and said: "It took a helluva lot of leadership to get these gains." A parent advocate agreed: "He deserves a lot of credit for the settlement."

A number of teachers attributed the union concessions to the fact that "our backs were up against the wall," that the memory of PATCO was too vivid and the threat of job losses too real. One said: "It was simply an exercise of power." Others, however, concurred with this building representative who said that the "union is attempting to change its approach to unionism. I think we realize that unionism, as we have known it in the sixties and seventies, is gone by the boards."

Principals were heartened by the increased authority over staffing they had gained. One said: "I have much, much more discretion. In the past I would just get a teacher at the door. Now I can ask a teacher the nitty gritty questions like ' Can you teach trigonometry?' 'Can you teach calculus?' I can find out whether they're right for our program at this school." Principals were further encouraged by the prospect of more stability in their schools. One likened the elimination of bumping to "removing the Sword of Damocles from over one's head. Enthusiasm was a vital part of a teacher's armory and if they were always

looking over their shoulders to see if they were going to be bumped, it was very hard to be enthusiastic."

By the time the contract was settled, it had become clear that the process of collective bargaining had changed. It was no longer a simple bilateral confrontation where the union demanded what management had. There were other parties to be considered and contended with--parents, taxpayers, business leaders, the mayor and city council, and a federal judge. Public education was in ill repute and its image could not be improved without a new coalition of teachers, administrators, and school board members. After the negotiations were over, the superintendent urged the union to join them and go "shoulder to shoulder to the business community and present a common front." He later reflected: "We're in the same leaky lifeboat together." The union president was also conciliatory when in March, 1984, he addressed the union membership through its newspaper:

> The animosity which characterized labor/management relations last summer and fall must give way to a spirit of professional cooperation. To improve the quality of education, to restore public confidence in the school system, and to secure adequate funding for public education such cooperation is not only desirable, it is vital.

Teachers, too, supported this new alliance. As one observed, the union

> should be doing whatever they can to work harmoniously with the school department, without the school department acting with condescension toward the teachers and without the EPTU making unreasonable demands. I anticipate that there will be a more harmonious relationship in the future. I think it is the only thing that will save the profession.

East Port teachers and administrators recognize that new contract language , however good, does not automatically resolve staffing problems. Most teachers support the view that principals need more discretion if they are to run their schools well, but others are wary that patronage, once held in check by strict seniority rules, might resurface and distort the purposes of the new compromises. The superintendent acknowledged the possibility of "serious abuse at the principal's level" and emphasized the importance of "limiting their choice so that they can't corrupt it with a cousin, or an aunt, or a former colleague from Harvard." As one teacher said:

> This city is very, very political and the only way to get things straight is to go by the books. It certainly seems common sense that the principal must be in charge of the building, that the principal must provide leadership. But the problem is that it doesn't work that way. The principals manipulate the system.

Another voiced similar concerns:

> If they were used properly, ethically, and everybody was accepted or rejected on the basis of evaluation and qualifications, that would be fine. But you're dealing here with human beings. There are friends and friends of friends. There are favors you owe and then you receive a phone call that says 'Hey you have someone applying at your school who's my cousin's cousin.' Who do you think will get the job?"

Principals are concerned about whether the central office is willing and able to deliver on the administrative requirements for managing the contract. One central administrator explained:

> Personnel is going to have to deliver on a humane implementation of these provisions . . . . It can't hold itself out separate. It can't lose touch with the schools. It can't pad itself while the schools are starving.. . .When a system tells people that it's not operating because it can't deliver for

> them--and I mean if that's a paycheck on time or the proper certificate for their credentials--they'll look to other sources of protection and then unionism gets tougher and tougher.

Nor are all parties satisfied that this is the best possible contract for the district. Elementary teachers seek preparation time while staff at all levels seek reductions in class size. Principals would like more control over staffing and shorter, less complex procedures for dismissing incompetent teachers. One principal of an experimental high school contended that current staffing rules still constrain management unnecessarily. Another observed: "I suppose when you go into a choice of three, that is a real difference, because your hands aren't entirely tied. But when you've given a house away and you get ten shingles back, yeah, it's great to have them back, but you've got a long way to go." The union leadership argued that the negotiated program areas may be too many and too narrow, prohibiting the transfer of well-qualified teachers from an area such as reading to a closely related one such as elementary teaching.

But, most believe that such matters can be watched closely and adjusted if necessary, that overall the settlement is a good one which will eventually benefit both the schools and those who work there.

Harbor Mills

The story of Harbor Mills is one of coping rather than reform. The demands of a poor, urban student population, fiscal constraints imposed by a city that disregards its schools, and externally mandated policies that required compliance, have led school administrators to react more than initiate, to protect more than progress. The teachers' union is but one of many groups, seeking to protect the lot of its members amidst competing claims for scarce resources.

The Harbor Mills School District serves the predominantly poor population of the state's largest city. Fifty-five percent of its students' families receive assistance through Aid For Families with Dependent Children and the vast majority qualify for lunch subsidies. During the five years since a court ordered that the district desegregate its schools, the percentage of minority students has increased from 71 percent to 81 percent. Overall, the district's 30 elementary, four middle, and three high schools have maintained fairly stable enrollments.

One might expect the teachers' union of this eastern, urban district to be strong, combattive, and influential, but the Harbor Mills Teachers Association is not. From the members' perspective, the union contract is only moderate in strength. Involuntary transfers are not based solely on seniority. Class size limits are not absolute. Elementary teachers are not guaranteed preparation periods. Throughout the agreement, there is language--"as far as practical," "at the discretion of the Board," "to the extent possible"--that further qualifies teachers' rights.

The union's history would imply an aggressive organization. In 1976, when the mayor would only approve a two-year salary settlement of no raise the first year and three percent the second, teachers reluctantly accepted the contract. In 1978, when the mayor offered a six percent raise, the teachers overwhelmingly voted to strike. The September walkout, which lasted for the first nineteen days of school, was disruptive and bitter. During the course of the strike 267 teachers were jailed, some for over two weeks. In the final settlement, teachers gained only one percent more in salaries than they had originally been offered, and many believed that their effort had been futile. As one teacher recalled: " We were let down when the strike concluded without our achieving many of our ends. For example, we didn't get specialists or prep periods in the elementary school."

Some teachers also suspected that their union had been used by the state affiliate, which was lobbying the legislature to adopt a binding arbitration law intended to avert negotiation impasses such as the one in Harbor Mills. The anticipated vote on the legislation was close and many believe that it ultimately passed because of the dramatic jailings of Harbor Mills teachers. One teacher recalled: " I feel we were sold down the river. . . because I feel the [state affiliate] used us to get the binding arbitration law passed." Therefore, although the strike may have influenced the state's labor laws and bettered the union's position in subsequent negotiations, Harbor Mills teachers regarded it as an unsuccessful venture. It guaranteed financial support

for the union through the introduction of agency shop, but it did not fuel the rank and file's resolve to advance the causes of their union.

Today, there is little evidence of the unanimity and determination of 1978. The organization is often said to be ineffectual, members to be apathetic; as one teacher said, "more don't care than care." The union president, whose personality constitutes the union's current identity, is widely praised by teachers who contrast her with her predecessor. "She's definitely more professional than the prior president," said one. "She's a teacher advocate all the way," reported another. She "has been a lion defending teacher rights," concurred a third.

The labor-management relationship can probably best be described as one of containment--the parties maintain a careful distance. As one teacher characterized it, the relationship is one of "mutual coexistence with no love lost between the parties." The superintendent has headed the district for three years, and has worked in Harbor Mills for fifteen. He recalls the strike of 1978 as the "low point of the relationship" between the teachers and management. Since that time the relationship, which depends on the personalities of key participants, has gradually improved. He explained:

> I've got a good relationship which I think is very important because a lot of issues get resolved informally around the table. We have cooperated on a lot of things with regard to the public. . . . We have started the Harbor Mills Educational Fund, which is an educational foundation. It's not controlled by the Board, but we make sure that the union president is on the Board of Directors and I am on the Board of Directors. It's been a good relationship. I try to avoid as far as possible going to arbitration on contract matters.

In fact, for a district its size, there are an average number of grievances (about 100 per year) and arbitrations (about four per year). The personnel director, a woman with considerable seniority in the district, believes that there are more grievances than there should be, but agrees with the superintendent that the labor relationship is civil, if not cordial: "I do my thing and when they don't like it, they tell me. That's about it. We get along pretty well with this group. They call if they have questions and we discuss it."

The union president agrees that the labor relationship is one of "getting along". She persistently tries to press an interpretation of the contract that is favorable to teachers and to extend the influence of the the union beyond narrow issues of collective bargaining. She readily agrees to join with the administration in publicly representing the school district. But she continues to persistently press the union's position in matters of contract interpretation, often with weak contract language and little teacher support. Many of the routine labor disputes are handled on an ad hoc basis, with the contract and precedent providing only general guidelines.

For example, when two new middle schools were opened to replace two others as part of a desegregation plan, teachers from the closed schools claimed that they were entitled to the positions. The central administration contended that because these were new buildings, all positions would be posted and the staff would be selected from those who applied. The superintendent prevailed and the principals of the new schools

selected their staff. One teacher recalls: "There was a whole ruckus about the process and the posting of jobs. The teachers there thought that because their school was being closed, assignments should be by seniority." The union president explained that, although she was ready to press the seniority rights of those members, no one filed a grievance: "Well, I didn't have one individual who was totally dissatisfied by the time everything worked out." Teachers reported their satisfaction with the outcome, and one said: "I think it makes for a better school. The school runs smoothly. . . . It's better to know who you're working with. It's better for everyone to know that from the beginning." The ad hoc character of such decisions was apparent when the superintendent noted that his position was different than it had been two years before when, in another context, he had refused to consider two new buildings to be new schools. "I take them as they come," he observed.

Much of what both labor and management contend with in staffing the Harbor Mills schools is a consequence of outside forces. First, there are the fiscal constraints. The union argues that the city's finances have been "terribly mishandled," that the city does not adequately support its schools, being the only major city in the state to fall below the state average in per pupil expenditures.

Interviews indicated that money did indeed determine many decisions. The personnel director observed:

> I'm a cynic. It's always money. Everybody wants to do what's best for kids, however, it's money and how you spend it. . . . The union has been looking for a free period for elementary teachers for many

> years. They've been making inroads and getting what they want, but slowly. They've been chiseling away at it. But that involves money. Everyone agrees it's a good idea, but the bottom line is money."

Second, the binding arbitration law, requiring parties who have reached impasse to submit their last-best-offers to a panel of arbitrators, has prevented strikes, but has also diminished the incentive for joint problem solving and compromises on salary settlements. Most respondents believed that teachers have benefitted financially under collective bargaining, but no one argued that the law had strengthened the position of the local union, and some argued that non-salary matters, such as those regulating staffing practices, were more difficult to resolve.

Third, since 1979 Harbor Mills has been under court-ordered desegregation. Although the judge did not require staff desegregation, she did order the school department to hire minority staff one-for-one with majority staff until the racial balance of the faculty matched that of the local labor force. The personnel director reported:

> We were trying all the time to improve. The first year we didn't meet the quota. I did the best I could. I figured I would explain to the judge and she would understand. She didn't understand all the way. The second year, I had to hire one-to-one plus five, because we were five short. This year we did it, we hired 80 people by October first.

Under desegregation, the percentage of minority teachers has grown from 21.85 percent in 1979 to 28.3 percent in 1984, while the percentage of minority administrators had increased from 19.6 percent to 32.3 percent.

The fourth major outside influence on staffing in Harbor Mills had been the State Commissioner of Education, who, in response to

a parent's complaint, determined that Harbor Mills "had failed to make reasonable provisions to implement the educational interests of the state" by eliminating most art, music, library/media, and physical education programs in the schools. In response, the district signed a three-year agreement with the state to recall laid off specialists.

In each case, an external institution had a major influence over the staffing of the Harbor Mills Schools. The mayor's fiscal constraints indirectly affected who might be hired and how their time might be used. The legislature moved contract settlements to a neutral third party outside the district. A judge specified the racial composition of staff. And the commissioner ordered that specialists be recalled. As the influence from these external institutions grew, the role of the union in staffing matters diminished. Their disputes with management centered on narrow issues such as the appropriate use of preparation time rather than broader matters of teacher quality or school site autonomy.

Interviews throughout the district revealed that staffing problems persisted. There was repeated dissatisfaction with the hiring process which many said was neither aggressive nor thorough enough. One principal voiced the concerns of many:

> I have a strong gripe regarding personnel and hiring in Harbor Mills. I have expressed these feelings to the superintendent, the personnel department, the Board of Education and everyone else. There is no aggressive recruitment policy concerning hiring. We wait and wait and wait until we are triply sure we really need a teacher. The worst possible sin in Harbor Mills is to hire a teacher you don't really need. This means that we generally wait until August, September, or October to hire.

Another principal spoke of the constraints on hiring that tight finances bring:

> If we had a choice between two teachers, a college graduate of 1984 and one with ten years experience in, say, Milwaukee, and with an unblemished record with references, we would take the kid because of the money. If there was no kid, they would only give the Milwaukee teacher credit for four years. We lose good people because they don't give them full credit for their experience.

A colleague confirmed this point:

> I think it boils down to the age-old problem of money. . . . If they look outside the district, it's going to cost money. To get quality people, you're going to have to pay. . . . So it saves money to just have a substitute, because the sub is only paid $30 a day.

Others cited political patronage, often explaining that they, themselves, had been appointed on the basis of personal connections. One teacher said: "Politics plays into everything. That's how I got my job here ." Another observed: "It helps to know somebody because it's a political city." A third responded bitterly: "In Harbor Mills, the only people who are going to get ahead are those people who are extremely well connected politically. . . ."

There were others who criticized the school department for setting low standards in hiring. In addition to the tendency to hire the least expensive certified applicant, respondents criticized the personnel department for hastily hiring minority teachers without sufficient attention to their qualifications. Despite the personnel director's claims that " [we] go up and down the eastern seaboard, we run ads, we do college recruiting and we go to teacher agencies," one black administrator said:

> They play some games in terms of racial things with regard to the desegregation order. I think the personnel director has tried to find qualified minorities, but they have not gone out of their way. Their [approach to hiring] is to sit in the office and the people will come to them. And that's one of the reasons that a lot of the positions really haven't been filled.

A union representative argued that poor hiring practices had "set racial relations back ten years in the system. They hired just to fill a quota. They hired whoever came in the door."

In a related explanation, teachers and administrators reported that teacher evaluations were inadequate, and poor teachers were seldom dismissed. One teacher said:

> It doesn't work at all. I've been fortunate enough to have the respect of the principal. Never, since I received tenure, have I been evaluated. No one has ever come in and watched a class. That's two schools, and two principals, and two assistant principals.

Poor teachers were said to be moved from building to building. The personnel director explained:

> The receiving principal can beg, argue, plead and object, but there are only so many places you can send these people. There are some principals who will accept these people and do the best they can and try to help them. And there are principals who might accept them and bury them some place and never give them an 'unsatisfactory'. Maybe a new principal comes in and says, 'What is this? This is disgraceful!' That happens in a lot of systems. You get pretty poor people who just hide and they're with you for a long time.

The personnel director further explained that the district "has five or six people now on the unsatisfactory evaluation process. It is highly unlikely that five or six will go." According to its president, the teachers' union had advocated both thorough evaluations and remediation: "We've taught the [district] how to evaluate teachers properly through filing grievances. . . and

arbitration cases. . . . We've also taught them that they cannot just evaluate a teacher. They must offer assistance and guidance." The personnel director acknowledged that the union had not blocked their dismissal efforts:

> I was involved in one this year and I must say that the union representative was most cooperative. The union reps are usually cooperative if everything is according to Hoyle. They're not going to buck you on it. At the end of the year, if the person is really in trouble, if there's really no hope, then he will be terminated.

But teachers and administrators repeatedly reported that teachers were rarely dismissed for poor performance.

Despite the president's efforts to establish a greater role for the union in policymaking, the Harbor Mills Teachers Association is not viewed as an agent of reform. Teachers do not see their union as a vehicle of change. A few administrators blame union members for resisting improvement efforts by minimally complying with their contractually defined work obligations. But most regard the union as one of many interest groups tugging to redirect the finances and priorities of the district. In early 1985, there was no pressure for reform of staffing practices in Harbor Mills-no state legislation, no outraged public, no dissatisfied administration, and no union proposals for change.

Midland Heights

Midland Heights, a suburban school district in a state with a strong labor presence, is often called a "lighthouse district" by school officials. Its citizens are wealthy professionals and business managers whose children are academically able and intend to enroll in prestigious colleges and universities. Its teachers are highly educated individuals who, despite good salaries, seldom can afford to live in the district. Since the 1970's the district has required that teachers hold a major or minor with recent teaching experience for any subject they teach, be it eighth grade earth science or high school calculus, an unusually high staffing standard for any district. All candidates for teaching positions are required to take two screening tests, the Strong-Campbell Inventory and an IQ test.

Although some regard these standards as excessive, they have yielded an exceptionally well-qualified staff. The district's two high schools have both been honored as National Schools of Excellence. The assistant superintendent characterized the district as one where "education is appreciated, required, and supported. People ask good questions and expect better answers than 'because' or 'until' or 'we're still working on that.'" The superintendent concurred: "It's a basic skills community and parents want their kids to be able to get into the university that they pick. And they also expect that when they get in there, they won't come flunking out."

The district, which contends with what one central office respondent called "remarkable competition from private schools," has encountered substantial enrollment declines--a drop from

10,000 students to 6,300 students in 13 years--and has closed several elementary schools. During the past five years, 30 to 40 teachers were laid off annually although approximately 70 percent were eventually recalled. By state law, all layoffs were determined by seniority but the district's requirements for majors and minors in subject areas ensured that seniority did not undermine the quality of staff. No physics teacher, however junior in the science department, would be laid off unless there was another qualified physics teacher to fill the position. From management's perspective, such qualification requirements were beneficial to students but sometimes limited their staffing options. For example, the personnel director explained that because an already employed social studies teachers had a dance minor, "I don't have the leeway to hire another dance person."

The combination of community demands, central administration's top-down style, and threats of more school closings and staff reductions generated much faculty dissension, despite high salaries and excellent working conditions. Many respondents spoke of low staff morale. One teacher said:

> There is pressure from all angles; the central office, the building, the community, the parents, the students. We don't have the kind of support that teachers in other districts do. One student could almost cost you your job. You're called in immediately if there is a complaint that gets to the central office or to a board member. It doesn't matter if you're right, what matters is just that someone said something about you.

These changing demographics, tough-minded administration, and low teacher morale have contributed to a labor-management relationship repeatedly characterized as adversarial. One union official

said it was:

> Terrible. Absolutely terrible. Many of our members are unhappy and disgruntled. . . . It's always been bad. . . Midland Heights is run on the basis of kick-ass management. They make a lot of efforts to make it look like employees are involved in decisions. In fact, they're not. Not at all. The way they deal with everything is by kicking people around.

Another union leader agreed: " Although the district has a reputation for an excellent program, good teachers, good materials, and good students, morale is terrible. There is almost a combat sort of relationship. It's management by intimidation." The district handled few teacher grievances, a fact that one union leader attributed to fear: "Most people are afraid that if they grieve, there'll be revenge. There's a certain amount of evidence to substantiate this. People who have grieved have found themselves in other difficulties." One principal, however, voiced a dissenting view:

> In a district such as ours, where I think all of us are really treated quite well, compared to some districts in the country, or even in this state, our dissatisfactions become picky little things. Many of us have never worked in another school district to find out what it's like out there. There's the real world and then there's Midland Heights.

The tenor of the labor relationship was repeatedly said to be set by the superintendent, who had been in the district since 1970 and whom many described as "anti-union." In an interview for this study, he called the labor-management relationship "formal" and explained: "I can be in love with the teachers but not with the teachers union. Some people have an awful lot of trouble differentiating between the two." One school board member reported that the superintendent had publicly confirmed

his anti-union sentiments at a PTO meeting by saying " My son's a teacher, I was a teacher, But when teachers form a union, I can't deal with that." In addition to believing that the superintendent was authoritarian and anti-union, staff found him remote and aloof. Most saw him rarely. One teacher's comments were similar to a number of others: "We seldom see our superintendent. As a matter of fact, if I were to meet him in the classrooms or the office, I doubt he would know my name as a 22-year staff member. I feel that that's unfortunate."

The superintendent was said to permit building principals considerable discretion in running their schools, while expecting them to do so in ways that were consistent with his policies. As one principal explained: "We are fairly autonomous. I can do what I want until I mess up." A union official drew a similar picture:

> Principals have a great deal of discretion and yet they are centrally controlled. In running their buildings day to day and attaining the objectives set forth for them, they have all the discretion in the world. This district is truly run by MBO [management by objectives]. The superintendent says 'This is what I want done, go do it or it's your ass.' The philosophy oozes all the way down. Principals don't have the right to determine what their objectives are, but they have lots of discretion to determine how to get there. The teachers have a lot of discretion too until someone decides to lean on them. Then they have none.

The Midland Heights Teachers Association is headed by a hired executive director and an elected president. Both are relatively new to their positions. The prior executive director reportedly maintained a comfortable working relationship with the district's personnel director, one that was said to moderate the tensions on both sides. Not having this personal basis to work

from, the union president finds that "communication" is the central problem of the labor-management relationship. She reported that although the contract calls for regular meetings with the superintendent, they are rare. From September to June she had spoken with him only four times. Moreover, the superintendent reportedly threatened her for speaking out in a board meeting: "If you ever do that again, I will see to it that you do all your negotiating in public and I will make you look sick."

Interestingly, contract negotiations were not marked by the same antagonism. At the initiative of the union's executive director, the sides participated in "expedited bargaining," a process of intensive negotiation focussing only on issues of real importance to the sides. The personnel director explained: " You just come up with a few articles." The union executive director concurred: " Both sides tried to weed out issues internally before they went to the table." Moreover, the negotiations proceeded on the basis of mutual problem solving, a "win-win" approach for which the state teachers' association had trained both teachers and administrations. Bargaining participants worked at a retreat for three days and settled all issues but salary. No lawyers participated and the school board took no active role beyond setting general guidelines. The personnel director negotiated for management, although the union contends that he first cleared all concessions with the superintendent. Participants were enthusiastic about the process. One principal

who had attended every bargaining session for the past 17 years said this one was :

> Better than any I have ever seen. I thought both sides entered into it with good attitudes. I think the issues could have been clouded by attitudes of distrust at the table and they were not. . . .So I think it was an excellent piece of work on the part of both parties, unlike what I'm used to. I'm used to fighting and screeching and scratching and name-calling and things of that nature.

Although those who negotiated the new contract were satisfied with the settlement, teachers failed to ratify it by the required two-thirds majority. Staff offered a number of explanations for their vote. One said: "We are experiencing morale problems," noting that teachers felt intimidated by several reorganization issues. Others said that a decision to pro-rate benefits for part-time teachers might encourage a cost-conscious management to reduce their teaching time. One explained: "There's a lack of trust about the interpretation of contract language. Teachers here believe that if the central office can save a dollar by making a teacher part-time, they will." But behind these specific issues was dissatisfaction with an administrative reform, Staffing for Excellence. As one teacher explained: "Another reason it might have been turned down was that the administration and board came up with kind of a watchdog program and they called it 'Staffing for Excellence.' That's turned out to be a very horrendous problem for the teachers." Another said: "The teachers hate it. It's one of the reasons for everything--the distrust and the defeat of the contract."

Staffing for Excellence was in fact not a new program, but an elaboration on an old one; as the personnel director explained:

"Not a reform, just a more intensive effort." Teacher evaluation had traditionally been taken more seriously by administrators and teachers in Midland Heights than by those in most districts. Tenured teachers were formally evaluated every third year and in intervening years they completed "personal growth" projects, many of which they found to be very worthwhile. Despite regular evaluations, there was a longstanding assumption among both teachers and principals that this highly qualified staff did not require close oversight.

With The Nation at Risk in the news, the superintendent proposed Staffing for Excellence at an organizational meeting of the school board in July 1983. He was dissatisified with persistent complaints from the community about a few poor teachers and believed that they should improve or leave. He advocated "getting together the courage to try and step up to the problems and give [the principals] some help." One school board member speculated that if the proposal had been made in the fall it would have received more scrutiny by the board and probably would have failed, but their attention was on organizational matters and it passed.

The superintendent appointed a principal returning from leave to head the two-year project. Staffing for Excellence required that all principals identify their weakest teachers and provide them with intensive remediation. When it was implemented, the board reviewed the principals' assessments of their teachers, and according to one board member, some principals refused to rank order their teachers. One principal reportedly responded: "All my teachers are excellent." However, many others complied. One high

school principal who did, described the remediation program for a teacher in the program who was observed twice weekly by both the principal and assistant principal. In addition, there were three monthly review meetings at which the building representatives and the union president were present.

Several principals reported that Staffing for Excellence was intended to change their own behavior as much as to improve teaching practice, but the teachers thought that they were its target. Many believed that the superintendent had begun with a hit list. One said:

> Teachers have been evaluated for the past ten years, but there has never been any remediation. Therefore, teachers have become lackadaisical and the administration lackadaisical. Now the superintendent sees the opportunity to get rid of certain teachers and he's taken it. He has reviewed all the evaluations, and the people that he identified are now in trouble.

Another was more critical:

> This was brought on by the administration and staffed by an elementary principal who had no place to go. So they made her what we call 'a hatchet person.' And they called it Staffing for Excellence. They already had a list.

Although there was some mention of constructive remediation, there were far more charges of harrassment. As one teacher said: "this is not remediation, it's punishment." One principal who stated his support for the program emphasized the teachers' opposition:

> It's not a one-time house cleaning. All of us tend to slack off unless there's somebody supervising us. We all need somebody kicking us in the fanny. . . . I applaud [the personnel director and superintendent] and anyone who's had a hand in doing this. I think it's a good program. Teachers hate it.

The union had not been contacted before the school department instituted Staffing for Excellence. The president said that the program "just popped up." The director reported that there had been "absolutely no consultation about it." Neither contended that it should have been formally bargained--"the problems are attitudinal," said the director. But both believed that the union might have been included in early discussions about its implementation. Their role was reactive and their letter of protest to the superintendent noted that while the union did "not argue [against] the need for teacher excellence," it regarded Staffing for Excellence as an excuse to hire an additional central administrator:

> The program has contained no positive counseling. It has in some cases required teacher behaviors that had no relationship to cited deficiencies and were merely busy work. Its major effect has been to increase distrust and lower teacher morale.

Virtually all but the central administrators believed that Staffing for Excellence had promoted an "us against them" mentality among teachers and administrators.

During 1983, a second response to the schooling reform movement was underway in Midland Heights. The superintendent determined that "because of the nation's concerns about the quality of education throughout the United States, the educational practices and policies of the Midland Heights School District should be evaluated by a joint committee composed of interested citizens and teachers." The Superintendent's Commission on Excellence included 72 members comprising four major committees and seven subcommittees who

worked throughout the school year surveying staff, visiting schools, interviewing students, and holding seminars.

Union members participated actively on the Commission's various committees, although some were skeptical about the purpose of their work. One reflected cynically: "[The report is] just going to be handed down. And that's another problem. Teachers here are always asked to form committees with recommendations, but the administration has its own program."

In fact, the report of the Commission cited many of the problems that teachers had identified. Their staff survey, like one conducted by the union, revealed low morale and distrust of the administration among staff. The Commission recommended the evaluation program for "immediate review:"

> It is very apparent that there is a mistrust in the current evaluative process by administrative personnel, so that instead of an instructional tool the evaluation is looked upon by the teaching staff as threatening to his or her position. This attitude of mistrust surfaced in every research method we utilized. Our committee views this as a dangerous situation because poor morale ultimately affects classroom performance.

They also urged that efforts be made to change the relationships between staff and the central office administrators:

> The problems of staff morale and poor communication with central office administrators are the overriding concern of this committee. This poor working relationship has far reaching negative effects on our educational community. We feel it is imperative to address these problems as soon as possible. We strongly recommend that a program be designed to alleviate these problems and to implement the findings of this committee within the next academic year.

When the central office prepared an executive summary of the Commission's work, this "overriding concern" about morale and poor communication was reduced to one recommendation: "There should be more frequent contact and greater visibility of central office personnel in buildings."

The union's role in staffing reform in Midland Heights has been mixed. The leadership opposed Staffing for Excellence, an evaluation effort that they considered disruptive and counterproductive. From their perspective, Staffing for Excellence seemed an adversarial initiative that typified the superintendent's unwillingness to work cooperatively with staff. In contract negotiations they advocated a problem-solving process that both sides judged to be constructive. In response to a request for staff participation on the Superintendent's Commission for Excellence, the union nominated teachers who subsequently contributed considerable time and effort. The union offered no formal proposals to change the staffing practices in Midland Heights because they believed that the current provisions requiring extensive qualifications served them and their schools well. They believed that the most significant problem faced by the district was one of distrust and low morale and they viewed the superintendent as the source of that problem. They dealt with that more directly and aggressively.

With the approach of school board elections, the union actively supported school board candidates who were sympathetic to teachers and their concerns. In an election that occurred within a week of the union's failure to ratify their contract, a

majority of union-endorsed board members were elected, fueling rumors that the school board would no longer defer to the superintendent and that he would eventually leave. Many would not regard an action that is so clearly politically motivated to be in the interests of better schools. It may be, however, that the union's role in the board election will ultimately improve staff productivity more than any management-initiated reform might.

Significant Factors in Staffing Reform

These five stories of unions and reform are different in important ways. Their settings vary in size and complexity, the level of affluence and community expectations, as well as the extent of state regulation or court intervention. The participants range from the conciliatory head of personnel in Citrus County to the combattive superintendent of East Port; from the politically savvy executive director of the Citrus County Teachers Association to the full-time classroom teacher who served as union president in Canyon Unified. The unions range from the well-organized, militant East Port Teachers Union to the loosely organized, rather apathetic Harbor Mills Teachers Association. Given these differences in place and players, it is not surprising that the role of the union in staffing reforms varied as well.

A close consideration of our data suggests, however, that the outcomes were neither random nor idiosyncratic. Within the experiences of these districts are patterns that suggest how organized teachers approach the reform of staffing practices. These patterns are instructive for those who might seek to understand or promote such change.

These data suggest that successful reform is a complex undertaking, but that unions and their teachers are not unalterably opposed to change. In fact, when organized teachers are included as professionals in the reform process, they can be constructive change agents. However, just as we found that the contract interacts with other factors in determining staffing

practices, efforts to reform those staffing practices require far more than union acquiesence or new contract language.

Because of the small sample, the complexity of the organizations, and the variety of reform initiatives, it would be impossible to identify all the variables that explain the fate of staffing reforms in this study. However, the field work does suggest that four factors were of great importance in determining the course of reform at these five sites. These were the character of the existing bargaining relationship; the origin of the reform initiatives; the process by which they were adopted; and the substance and perceived appropriateness of the reforms themselves.

The Bargaining Relationship: None of the changes proposed or imposed in these five districts was assessed solely on its merits by the local teachers. Each proposal was viewed as being imbedded in the context of a local labor relationship. In the case of districts such as East Port and Citrus County, nearly two decades of past interactions influenced the present response. The field work made it clear that the local labor relationship is an important factor in determining the fate of the reforms, but it also raised an interesting question about the constructive impact of conciliatory relationships. To the extent that teachers perceived their local labor relationship to be one of respect and trust, they approached the reforms with open minds and collegial expectations. To the extent that they regarded it as characterized by distrust and condescension, they approached the reforms cautiously, often cynically. However, there was also some

evidence that the parties of conciliatory labor relationships may avoid confrontation in an effort to preserve that relationship. In doing so, they may avoid change as well.

In Canyon Unified, where labor and management bargained about how to implement state reforms and how to distribute state money, the labor relationship was civil and formal, although somewhat paternalistic. Union leaders were viewed by both teachers and administrators as professionally strong, well-informed, and well-intentioned. As one central administrator observed, they're "good teachers who feel strongly about quality--they're not out to rule the district." Although union negotiators acknowledged that they were treated with respect by the administration, one did say that the administration still tried "to lay down the law rather than truly negotiate." Although marked by civility, the pattern of interaction was more reactive than cooperative. Historically, the union had initiated proposals and the administration had responded. The district's response to state legislation was similarly reactive. Each provision of the law was confronted and bargained separately. The union proposed contract language which management approved or rejected. Although the sides eventually resolved their differences, they approached the legislation from opposite sides of the table, and although they bargained persistently, there was little evidence of joint problem solving on behalf of the schools.

In Midland Heights, the labor relationship was considerably more adversarial. Although the superintendent characterized the

relationship as "friendly" and one of "mutual respect," teachers said that he was anti-union and that the relationship was adversarial. Staffing for Excellence, the evaluation and remediation reform initiated unilaterally by management, was consistent with that relationship. It engendered distrust, was adversarial, pitted administrators against faculty, and enraged teachers. Signs were that it wouldn't survive its two-year intended life.

Historically, the East Port labor relationship was adversarial, punctuated by drawn out negotiations and threats of strikes. It had been a relationship defined by a strong, aggressive union and an administration unsophisticated in labor management. When a new superintendent with a commitment to responsible management shifted the balance of power, the subsequent agreement reflected that shift. Though adversarial, there was a grudging respect on both sides. As one central office administrator explained: "You need to establish yourself as a strong and worthy adversary before you can reach compromise." The labor relationship was not cordial, but it was stable and both sides recognized that a modicum of cooperation would be necessary to resolve the district's staffing problems.

In contrast to these three districts where labor relationships were in part adversarial, the labor relationship in Citrus County was repeatedly characterized as harmonious and stable. From the early days of negotiation the parties had sought compromise. One central office administrator recalled that the relationship had been "bitter" during the first two years of bargaining, but that soon after they sought grounds for

cooperation: "the two parties worked together for the betterment of the whole school system." Some administrators from other districts reportedly viewed the sides as having a "sweetheart agreement," although the personnel director defended it: "We try to get things resolved at the lowest possible level and it's been very effective." Their response to the state's legislation of merit schools and master teachers was similarly cooperative. Based on shared notions about what was best for their schools, they sought to protect the district from what they believed was an ill-advised program. Together they drew up a plan intended to garner new funds without disrupting their program and staff, then traveled to the capital and jointly petitioned the state department of education to approve it. Although their final plan circumvented the purposes of the legislation, the proposal for Merit Schools and Schools of Distinction was as cooperative as the relationship behind it. If instituted as the legislature had intended, the reforms would likely have pitted labor against management and jeopardized a relationship carefully built over time.

This suggests that not only is the current state of labor relations important in determining the union's response to reforms, but also that the parties may seek to avoid issues that might threaten that relationship. By their very nature, staffing reforms threaten the security of some teachers-- whether they compromise seniority rights, create staff hierarchies, or institute new evaluation procedures. They do, therefore, inevitably stress a labor relationship. One cannot be sure

whether Citrus Country sidestepped the purpose of the state reform solely because they thought it would be bad for the schools, for to pursue it might have also threatened their carefully nurtured labor relationship. Perhaps they also sought to avoid the difficulties it presented to the labor relationship. One might legitimately question whether at some level cooperative labor relationships dissuade school administrators from proposing staffing reforms because of the strife they might engender. It is possible that those districts with a tolerance for conflict and confrontation may deal with such initatives more effectively.

Whether local labor relationships were cooperative or uncooperative was not the only important factor here. Equally important was the extent to which the sides had developed methods of solving problems, either formally or informally. Though somewhat combattive, East Port had developed a means of confronting their differences and resolving them. By contrast, in Harbor Mills, where there were no reform initiatives, there was also no established process for instituting change. The superintendent described the labor relationship as "personality driven." Turnover in both the superintendency and union leadership prohibited a consistent, stable labor relationship. The bitter 19 day strike of 1978 led many to expect a combattive relationship, but the union actually filed few grievances. The relationship was in many ways ad hoc, with few established procedures for resolving differences. There was no history of joint problem solving through negotiations.

Therefore, the labor relationship proved to be important in several ways. Overall, it influenced the extent to which reform

of staffing policies was possible . A basic level of trust seemed to be necessary before teachers would seriously entertain proposals for reform. However, conciliatory relationships may have led the parties to avoid conflict and, therefore, to eschew proposals that might generate it. A history of resolving differences seemed to be necessary for districts to cope with the uncertainties and threats that staffing reforms presented. Moreover, the character of the relationships was reflected in the reforms. An adversarial relationship marked by distrust in Midland Heights produced an adversarial reform, Staffing for Excellence. A formal, traditional relationship in Canyon Unified led to piecemeal bargaining of state-level reforms. In East Port, a seasoned, adversarial relationship yielded carefully bargained compromises. Cooperation in Citrus County produced an alliance to outwit the state. The labor relationship was, however, only one factor influencing the union's response. A second was the origin of the proposal or program.

Origin: None of these local unions initiated change, but they were more accommodating to others' proposals when they originated from a broad-based and local source. Of the four districts that were instituting staffing reforms in our field work, two were responding to state initiatives and two were responding to local initiatives.

Reforms for Citrus County and Canyon Unified both originated in the state legislatures which required that their implementation be negotiated locally. Neither the Citrus County union nor its administration saw the plans handed down by the

state as consistent with their interests, except insofar as they would bring new money into the district. The superintendent said:

> I don't think [the Master Teacher and Merit Schools Programs] will work because of the way they went about it. . . I think if they had left it alone up there [in the state capital] and said, 'We want some kind of a plan that recognizes your better teachers,' we probably could have negotiated out one that would have worked, but they handed it to us and got [the association's] back up. I don't think there's anything wrong with it. I think it's doomed to failure because of how it got handed down.

A union representative raised a similar concern about the Merit Schools Program: "This meritorious schools plan is the same old political rhetoric. It comes from ignorant politicians--people who are ignorant about the classroom and teaching." Citrus County's response, then, was to devise a plan that would sidestep the intent of the Merit Schools reform while securing the funds.

Canyon Unified was also confronted with outsiders' reforms and enticed by the funds that accompanied them. Initially, the union was wary of such intervention. However, teachers and administrators regarded the state's provision for a longer school day and school year as warranted. Recent comparisons of SAT test scores in the metropolitan press led many to believe that the district could do better. Of course, the financial incentives that accompanied these provisions for lengthening the school day generated further support among staff. By contrast, staff responded to the Mentor Teacher Program with cynicism and considerably less sense of ownership. They were wary of merit pay in disguise, of undefined purposes, and of the possibility that administrative responsibilities would be foisted on

teachers. They were not eager to implement someone else's plans for their schools. Union negotiators reported that they eventually became committed to drawing up a plan when it became clear that the administration was intent on cooperating with the state superintendent. However, even after they were adopted, respondents continued to see the new programs as the state's rather than their own. It seemed unlikely that the district would sustain them if outside funding were to be withdrawn.

In Midland Heights, Staffing for Excellence and the Commission for Excellence were local initiatives, yet they were both advanced by a superintendent whom teachers distrusted, and, therefore, were not readily embraced by the union. In fact, the union opposed the Staffing for Excellence plan and participated on the Commission for Excellence with some reluctance and considerable caution. As teachers became convinced that the work of the Commission would involve a broad spectrum of citizens including some who opposed the superintendent, they became more active.

East Port presents a particularly interesting case because the origin of the staffing reforms there was entirely local. With the advice of a group of principals, management proposed substantial staffing changes that would increase the discretion of principals over staffing in their schools. The union would likely never have made such proposals on its own since they required, among other things, a compromise of hard-won union gains, a retreat from absolute seniority rights. As they negotiated, both sides knew that there was widespread support for change not only among administrators and school board members,

but in the community and among teachers as well.

Process of Adoption: A third determining factor was the process by which staffing reforms were adopted. In Midland Heights, Staffing for Excellence was imposed unilaterally by the superintendent, an approach which consigned teachers to be the objects rather than the agents of reform. The union's response was consequently reactive and defensive. By contrast, teachers were given a more active role in designing and carrying out the work of the Commission on Excellence; they joined committees, conducted inquiries, and assisted in preparing the final report. As agents, they were more accepting of the endeavor.

The remaining three districts addressed the reforms formally in negotiations. Their experiences suggest that the involvement of teachers in this process was not only necessary for promoting staff support, but was also very constructive in adapting the reforms to fit local needs.

Union negotiators in Canyon Unified did not respond enthusiastically to the state's initiatives, and yet through the process of negotiations they made them their own. Once they become committed to devising an appropriate plan for their district, union negotiators reportedly worked "long and hard, draft after draft" until a settlement was reached. Had the administration imposed its version of the reforms, the teachers would likely never have acceded. However, through negotiations they clarified the purposes and procedures of the Mentor Teacher Program and the Instructional Improvement grants so that

eventually union leaders were themselves satisfied enough with the programs to apply.

The Citrus County Teachers Association would likely never have acquiesced to a local Merit Schools Program if it had been imposed on the staff by management. Only through extensive discussion and negotiation were the sides able to devise a detailed response for the state. The personnel director reflected on the union's role :

> Both parties [union and management] were lobbying [in the state capital] for the same thing. It's not a good plan. We had to make a lot of compromises that we didn't want to make. But at the same time, we think we can make the thing work. It was a very difficult position, politically, for the teachers to take. Because statewide, [their affiliate] had opposed any kind of merit pay. But at the same time, they were opposed to allowing this money to go out of this district to other school districts.. . . It was probably one of the most adroit political moves I have seen, from the standpoint of making a silk purse out of a sow's ear. They really didn't want it to begin with. They wouldn't even discuss it with us at the bargaining table.

Although the plan ultimately was designed to garner additional funds rather than to reform practice, it seems likely that there would have been no plan at all if it had not been addressed bilaterally.

The process of negotiation was essential in East Port as well. Changes in transfer policies and qualification requirements would compromise rights that had been won at considerable expense, and it was essential both legally and strategically that the participants carefully bargain their concessions. These were also complicated matters, requiring some ingenious problem-solving. The pressure imposed by management on labor, as well as the varied perspectives of teachers and administrators,

contributed to creative solutions that both sides could eventually call their own.

Despite the small sample, it seems clear that staffing reforms require some level of teacher acceptance if not endorsement. Our data suggest that reforms which are carefully negotiated, either formally or informally, to fit the needs of the district stand a greater chance of acceptance among those in the schools than do those imposed from outside the districts, without attention to local circumstances, and without modification through discussion and compromise. Moreover, it seems probable that those reforms which can be integrated into current policy or contract language are more likely have a long-term effect on local practice than are add-on policies that coexist with administrative and contract policies.

The Substance and Appropriateness of the Reforms: Finally, we found that the fate of the reforms was tied to their substance. Not surprisingly, school people responded differently to different proposals. In general, they supported plans that provided more time and money for instruction, more stability for schools, and more instructional autonomy for teachers. They opposed those that appeared punitive or were intended to promote competition among staff and schools.

Staffing for Excellence in Midland Heights received little support from teachers or administrators who believed that the intent of the program was to eliminate staff rather than to help them. They regarded the remediation component of the plan with skepticism. Although some believed that a serious effort should

be made to evaluate teachers closely and to eliminate incompetent staff, most dismissed the plan as short-sighted, punitive and divisive.

In Canyon Unified, teachers thought that the lengthened school year was educationally sound, but initially they opposed the Mentor Teacher Program as a form of merit pay. As one teacher explained, the association originally took a vote "and the majority of teachers did not want anything to do with it." Another said that teachers regarded mentor teachers as "an elitist category which promotes jealousy." They were also initially wary of the Teacher Power program, fearing that it might be used to prescribe instructional methods; they agreed to the program only when they received assurances that it would not. By contrast, the Classroom Teacher Instructional Improvement Program, which provided small grants to teachers for curricular development, received considerably more support because teachers believed it was intended to promote discretion rather than compliance in their teaching.

Merit pay, merit schools, and master teacher programs received little support from administrators or teachers in Citrus County. One union official scoffed at the Merit Schools Program saying: "Whoever developed this thing is an airhead and should take the money and give it to the widows and orphans." Another called it "The Lucky Schools Plan." Administration and union officials had researched the relative performances of their schools and found that differences were not meaningful. They, therefore, opposed the competition and ranking that the plan would promote. The school board eventually passed the plan, but

only by a 4-3 majority. The personnel director explained:

> Some of them had strong feelings against the whole concept. . . . They were philosophically opposed to merit. We had already shown them statistically that when we compared test scores, they were so close that what you were really measuring was standard error. Board members were opposed to the concept of have and have not schools. We worked for so many years to equalize educational facilities here. This plan undermines a lot of that and pits teacher against teacher. It's one of those things that can be very divisive.

Although some teachers eventually applied to be master teachers and others believed that merit pay was a good idea in theory, most thought that the plan was ill-conceived. As one teacher said : "It's a lottery. They need to establish criteria, measure them, and prove them--which they can't do."

There was more consensus about the appropriateness of the reforms in East Port than in any other district. School officials were committed to changes that would increase their capacity to manage the district. Union leaders recognized the need to restore more staffing discretion to the principal and to subordinate teachers' absolute seniority rights to the interest of better schools. A union negotiator observed, "No one is really hurt badly if they don't get a transfer. They have a job." Many teachers concurred. One said,

> I don't think it was an unreasonable compromise. That may sound strange coming from a teacher, a building representative, but it's after having seen teachers who took advantage of the principals, and who always had the EPTU and their lawyers behind them. The principals need some support.

Another agreed:

> I'm a staunch believer in seniority. Without it we don't have much. I do feel though, as an educator, this new system is fair. . . . A lot of people passed

> through here for many years who were unprepared. It's not fair to ask the principal to run the schools with a group of poor teachers. You have to give them some choice.

Teachers widely believed that their prior contract had eroded the professional standards of the district and their professional standing in the community. They were ready to accept a change.

Therefore, four factors proved to be important in determining the fate of staffing reforms in these unionized districts--the prior labor relationship, the origin of the reforms, the process by which they were adopted, and their substance and perceived appropriateness. In many cases, these variables interacted. As the Canyon Unified case suggests, a reform need not be locally initiated to win union acceptance if it fits the perceived educational needs of the district and can be adapted to local practice through negotiation. Similarly, as the case in East Port suggests, an adversarial labor relationship does not preclude reform if the changes are seen as appropriate and if the sides have the opportunity to deliberate about the details. However, a reform that is perceived to be unwarranted or destructive, may never be acceptable, whatever its origin or process.

Implications for the Future

As we observed in the first part of this discussion, staffing practices result from the complex interaction of many factors, only one of which is the teachers' contract. Administrative policies, court orders, demographic and fiscal changes, and state legislation all combine to shape local decisions about who will teach, what they will teach, and where they will teach. Reform, therefore, will not be achieved by simply tinkering with one of these factors--by issuing a new policy, passing a law, winning an appeal, or rewording the contract. If the reform is to be meaningful, it must redefine working relationships and be responsive to the complexity of current staffing practices.

Staffing practices include a wide range of decisions about hiring, qualification standards, compensation, assignment, transfer, evaluation, and rewards. There is general agreement, both in the public and in the schools, that teachers should be appropriately qualified for the subjects they teach. Although the standards may vary-- from requiring a subject major in Midland Heights to holding an appropriate certificate in Harbor Mills-- respondents widely agreed that subject matter qualifications are very important for ensuring good teaching.

Second, the respondents of this study believe that the discretion of the principal and the stability of staffing at the school site are very important in building better schools. Throughout the fieldwork, teachers supported policies giving principals a meaningful role in hiring and transfer decisions.

They sought a balance between the protections of seniority rules and management's discretion to deploy staff.

Third, the field work suggests that teachers' continued involvement in their work is tied to staffing decisions. To the extent that staffing policies are structured to promote commitment to particular schools, staffs, and students, they serve education. To the extent that they promote divisive competition, foster distrust, and diminish morale, they undermine it.

We began this research with a very broad notion of what the reform of staffing practices might mean. Many changes in policy and practice, from the increase of certification standards to the introduction of merit pay, were being touted as reforms and we set out to consider them and the role that collective bargaining played in their institution. Work in these five districts suggests that the initiatives which hold the most promise for the schools are those which would ensure that teachers are qualified for their assignments, that principals can exercise sufficient discretion in staffing their schools, and that teachers would be rewarded for their work in ways which enhance both them and their schools.

Many of the efforts to change staffing practices promised to be only temporary, particularly those that were dependent on state money or the administrative will of an individual. It seemed likely that true reforms would not simply be add-on programs. They were not paper changes. They were not short-term pilot projects. They were fundamental long-term revisions of

policy that could be effectively translated into practice and that would substantially affect schooling. Few of the changes we examined qualified and teachers were appropriately wary of those that did not.

Staffing reform was new to the districts we visited and we can only report on the initial stages of implementation. As our analysis has illustrated, the districts' experiences varied considerably depending on the labor relationship of the district, the origin and substance of the reforms, and the process by which they were adopted. Those that had widespread local support and that had been carefully shaped to fit local needs seemed most promising. Given what we have learned about staffing practices and reform, what will likely happen to those reforms that we considered? What factors seem to predict the prospects for their longevity and effectiveness?

In East Port, the new staffing provisions will only succeed if the central administration is willing and able to gather and deliver accurate information to principals and teachers. Teaching assignments must be made fairly, without interference from patronage politics. Yet, both the superintendent who initiated these reforms and the deputy superintendent responsible for their implementaiton have resigned. The extent to which the new central office corps provides the leadership and commitment necessary to implement the changes will unquestionably determine their future. Similarly, East Port principals' new discretion over staff assignments means little unless it is exercised, unless those principals are willing to interview and select from transfer applicants, to provide clear standards for the

"excellent" evaluation ratings, to scrutinize the qualifications of teachers who seek to teach in their schools, and to discourage institutional politics in the staffing of schools.

As in East Port, the future of the Midland Heights staffing initiative depends essentially on local conditions. There, too, the program's identity was tied to the superintendent, one who has also left the district. However, there are important differences. Whereas in East Port, the superintendent's initiatives were negotiated with the union and incorporated into the teachers' contract, the Staffing for Excellence program in Midland Heights was a supplementary reform, instituted unilaterally by the administration. It seems likely that with the superintendent's departure, the plan will be dismantled or discontinued. Future efforts for reform will depend on the labor-management relationship that develops with the new administration and on the role assumed by the recently elected school board.

In Canyon Unified and Citrus County, where local educators adapted reforms drafted in the state capitals, the future of the programs will depend on continued state money. The current Canyon Unified contract emhpasizes this in stating that if the Mentor Teacher Program is not fully funded in any given year, it will not be implemented and will be subject to renegotiation. But more than continued funding is necessary. The future of the clinical evalution program in Canyon Unified will depend heavily on whether principals can learn and use new evaluation practices, while overcoming teachers' suspicions about the process.

In Citrus County, the future of the Master Teacher and Merit Schools Programs may well rest in the courts, where affiliates of both the NEA and the AFT have filed suit to block the programs. Within Citrus County itself, the future of the Merit Schools Program will depend on its perceived effects on both the equity and quality of schools and staff. If the school board determines that it is compromising educational quality in the district, it will likely be abandoned.

In Harbor Mills, the prospects for reform of staffing practices are clouded by the absence of either local or state initiatives. Until labor, management, the community, or the state can channel their dissatisfaction into specific reform proposals, meaningful change is unlikely and legitimate concerns about staff qualifications will persist.

Despite the small field sample, this research suggests that teachers and their unions are not unalterably opposed to the reform of staffing practices, even when that reform may compromise seniority rights, limit their freedom to transfer, or increase the standards for qualification in subject areas. It also suggests that teachers will resist, both actively and passively, changes that would make their schools less stable, less cohesive, and less supportive of good teaching.

As we have seen, the character of the labor-management relationship inevitably affects an organized district's ability to institute and sustain reforms, whether their source is local or extra-local. Cooperative relationships seem to permit compromise and shared problem-solving, factors which may well increase the prospect that reforms will be incorporated into

practice. There is some evidence, however, that conciliatory labor relationships may discourage management from proposing staffing reforms, leading them to maintain the status quo in an effort to preserve good will and the opportunity for compromise.

The experiences of these districts suggest yet another intriguing finding. Not only are reforms affected by the bargaining relationships, but the bargaining relationships appear to be affected by the reforms. When reform originates outside the district, it may change the substance of what labor and management discuss or the tenor of those discussions. For instance, in Canyon Unified the state's requirement that the implementation of legislation be bargained locally increased the relative power of union negotiators and required management to take the union more seriously into account. The cautious, but modestly collegial relationship which developed in East Port between the union and school officials was largely due to the pressure each party felt from its constituency and the larger community to initiate reform and to establish a new educational alliance. Conversely, in Midland Heights, management's unilateral imposition of a staffing program seems to have had a negative effect on the bargaining relationship there.

Perhaps in the long run, specific reforms instituted outside the collective bargaining process may substantially change schooling. However, our findings suggest that in unionized districts, this is unlikely. Rather, it appears that such external reforms will simply become add-ons or contradictions to the existing policies, that they will be ignored, or that they

will come and go with individual governors, school board members, or superintendents. If reforms are to fundamentally alter the staffing practices of public education, teachers and administrators alike must understand their purposes and procedures and must fit them to their schools. Such understanding requires extensive discussion, compromise, and joint problem solving. Although perhaps not it may not be ideal, the current forum for such exchange and policy development in unionized districts is collective bargaining. Therefore, it is likely that teacher unions will continue to play key roles in such change. In our limited research, we found no instance of the unions initiating reforms. We did see, however, teachers and union leaders assuming constructive roles in implementing change, wherever it was initiated. Collective bargaining was central to that process.

APPENDIX I
CONTRACT PROVISIONS

Management Rights

Not included.....33.5%

General statement.....36.8% HM, MH, CC*

Specific list.....29.7%** EP, CU

Examples

Citrus County: Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the board.

East Port: To establish educational policy; to establish the standards and qualifications for hire and promotion; to determine the size of the work force consistent with the terms of this agreement; to establish job duties for new or substantially changed positions; to prescribe curriculum and rules governing student discipline; to establish educational programs and to determine the number, age, and qualifications of pupils to be served by any such program.

* The districts of the field sample are identified by the following abbreviations: Citrus County (CC), Canyon Unified (CU), East Port (EP), Harbor Mills (HM), and Midland Heights (MH).

** Percentages may add up to more than 100% because more than one item may apply to a contract.

Salary Placement

Not addressed.....38.7%

Fixed credit given teaching experience.....61.3% CU, EP, MH

Credit granted for non-teaching experience...12.3% CC, MH

Assignment to shortage area credited..... 2.6%

Administrative discrection in placement..... 4.5% EP, HM

Examples

Harbor Mills: Credit [is awarded] up to maximum of schedule for previous certified teaching experience in accredited public, private, and military dependency schools upon approval of the Superintendent."

East Port: All persons . . . shall be hired at the minimum salaries for their respective ranks, except:

(a) non-tenured teachers shall be given salary credit for up to three (3) full years of satisfactory teaching experience inside or outside the school system. . .

(b) for the purpose of recruiting teachers into areas where there may be a teacher shortage or for affirmative action purposes, the committee may place newly hired teachers on any step of the salary grid.

Teacher Assignment

Not addressed	8.3%	
Within certification areas	31.6%	
Qualification beyond certification	7.7%	CC, EP, MH
Teachers' preferences considered	19.4%	CC, CU, EP, MH
Administrative discretion	27.2%	
Assignments rotated	5.8%	

Examples

Midland Heights: [Teachers are] notified and consulted by their principals prior to the closing of school, whenever possible. Teacher preferences will be observed to the extent possible.

Harbor Mills: To the extent that [teachers'] wishes do not conflict with the instructional requirements and best interests of the school system and the pupils, [they will be granted.]

Voluntary Transfers

Not addressed	43.2%	
Seniority-based	12.3%	CC, EP
Preference over new hire	5.8%	CC, CU
Administrative discretion	44.5%	HM,
Sending principal's approval required	3.9%	
Receiving principal's right to interview	8.4%	EP, MH, CU
Receiving principal's right to select	1.9%	MH, EP

Examples

Citrus Country: If more than one person has applied for a transfer to a position, seniority shall be the determining factor between equally qualified candidates.

East Port: The headmaster or principal must select from the three (3) most senior applicants for transfer into his (her) building and may elect to personally interview the three (3) most senior applicants.

Midland Heights: If all parties, the teacher, the principal of the school to which the teacher wishes a transfer, and the appropriate administrator, are in favor of such transfer, the transfer shall take place. If all parties are not in agreement, the superintendent of schools' decision shall be final.

Involuntary Transfers

Not addressed.....40.6%

Seniority-based.....26.5% EP

Administrative discretion.....32.9% HM, CC, MH, CU

Extracurricular exemptions..... 4.5%

Examples

East Port: Excessing from a school building shall be first by volunteers within a program area, then by reverse seniority within a program area. An employee who holds seniority in a program area other than the one from which he has been excessed shall be offered a vacancy in the building in such other program area. If there is no such vacancy he will be placed directly onto a system-wide excess list.

Midland Heights: In the event where an involuntary transfer is necessary, consideration shall be given to the following: 1) qualifications required for the assignment; 2) staff needs of the receiving school; 3) length of service in the district; 4) student and teacher welfare.

Transfer Placement

By qualifications beyond certification.....5.8% EP

With attention to racial/ethnic balance.....9.7% EP, CC

Examples

East Port: Employees shall be deemed qualified in a program area by holding a state certificate or approval for such area and by meeting one of the following criteria:

1. A state certificate not more than five (5) years old.
2. A mean score on the National Teachers Examination, not more than ten (10) years old.
3. Fifteen (15) course credits, graduate or undergraduate, approved as relevant to qualification, all of which are not more than five (5) years old.
4. Two (2) years of teaching experience within ten (10) years. A creditable year is one in which at least 50% of the weekly schedule is in the subject area.

Citrus County: Racial composition of the staff shall, when court ordered, take precedence over seniority as a determining factor.

Reduction in Force

Not addressed.....29.7% CC, CU

Seniority-based.....38.1% EP

Seniority and qualifications.....18.1% HM, MH

Seniority, qualifications, and merit.....14.2%

With attention to racial/ ethnic balance..... 5.2%

Examples

East Port: Teachers are to be "laid off in reverse order of seniority within a program area."

Citrus County: Should the Board be unable to maintain all employees, it shall immediately reopen negotiations to provide for an orderly method of reducing, retraining, and recalling affected employees.

Reduction in Force Units

Not addressed.....70.3% HM, CC, CU

By certification area.....16.1%

By department..... 9.0% EP

By courses..... .6%

By certification area and courses..... 1.3% MH

By department and courses..... .6%

By certification area and departments..... 1.9%

Example

Midland Heights: Teachers will be placed "according to certification, qualification and seniority."

Reduction in Force Recall

Not addressed.....36.8% CC, CU

Inverse order of layoff.....56.8% EP,HM

By administrative discretion..... 6.5% MH

Examples

East Port: A recall will be by seniority to a vacancy in a program area in which a person is qualified at time of recall subject to the provisions [regulating qualification]. (These are cited above as an example in Transfer Placement)

Harbor Mills: Laid off tenured teachers shall be recalled in seniority order to vacant positions which they are qualified to fill and which the Board desires to fill.

Bumping into Second Certification Area

Not addressed.....85.1% CC, CU, MH

Bumping permitted..... 9.7% EP, HM

Transfers permitted only to vacancies..... 5.2%

Examples

East Port: "A senior employee within a program area with notice of layoff may exercise seniority by displacing the most junior

teacher in all of the other program areas in which he is qualified." (Qualified requires additional demonstration of competence beyond certification.)

Harbor Mills: A tenured teacher who will be laid off under this procedure shall have the option to replace a less senior teacher whose position the superintendent determines he is qualified by certification to fill.

Teacher Evaluation--Probationary Teachers

Not addressed.....50%

Frequency defined.....44.2% CC,CU,EP,MH

Procedures defined.....20.8% EP, MH

Teachers' right to respond.....12.3% EP, HM, MH

Teachers' right to appeal.....1.3% EP

Examples

Citrus County: Annual contract teachers, teachers new to the system, or teachers showing inefficiency shall be observed and evaluated a minimum of two (2) times during the school year.

Midland Heights: A copy of the written evaluation shall be submitted to the teachers. . . and the teacher shall have the opportunity to review the evaluation report with the appraiser. If the teacher does not agree with the evaluation, the teacher may submit a supplemental evaluation. In this event, both evaluations shall be placed in the teacher's personnel file in the Board Office.

Teacher Evaluation--Tenured Teachers

Not addressed.....25.3%

Frequency defined.....41.6% CC,CU,EP,MH

Procedures defined.....50.6% CC,CU,EP,MH

Teachers' right to respond.....51.3% CU,EP,HM,MH

Teachers' right to appeal..... 3.2% EP,CC

Examples

Citrus County: It is the philosophy of this Agreement that evaluation is a developmental process. All evaluation shall be directed to identifying strengths as well as weaknesses. Evaluation shall be the responsibility of the principal. Under no circumstances will members of the bargaining unit be permitted to complete the teacher evaluation form.

East Port: Teachers shall be allowed to attach their written comments to the evaluation form. A teacher whose overall performance has been judged unsatisfactory at any point during the school year shall be so notified in writing and shall meet directly with the responsible administrator.

Dismissal Procedures Defined

Not addressed.....72.9% CU, EP, HM, MH

Tenured teachers only..... 7.1%

Probationary teachers only..... 5.2%

Tenured and probationary.....14.8% CC

Just Cause

Not addressed.....66.5%

Just cause included.....33.5% EP,CU,HM,MH

Example

Canyon Unified: Unit members shall not be disciplined without just cause.

Merit Recognition

Not addressed.....95.5% CC, EP, HM, MH

Study committee..... 2.6%

Granted for special assignment..... .6%

Granted for superior attendance..... 1.2%

Granted for special assignment and attendance... .6%

Pay or bonus for superior performance..... .6% CU

Example

Canyon Unified: The Mentor Teacher Program goals are primarily to provide educational assistance and guidance for probationary teachers, and to provide opportunities for all teachers to enrich their course contents and their techniques of instruction. . . . The initiation and continuance of the district's Mentor Teacher Program is dependent upon action by the Board of Trustees as well as upon proper funding from the state.

Promotions

Not addressed	85.2%	CU, EP
Within-district preference	7.7%	CC
Seniority determines if equal qualifications	4.5%	HM
Both within-district and seniority preference	2.6%	MH

Examples

Citrus County: . . .length of service in the county school system, as well as academic qualifications and successful performance, shall be included in the criteria for selection.

Harbor Mills: Such vacancy shall be filled on the basis of fitness for the vacant post, however, where two or more applicants are substantially equal in fitness, the applicant with the greatest amount of seniority in the Harbor Mills School System shall be given preference.

Early Retirement Incentives

Not addressed	67.7%	CC, EP
Early retirement plan included	28.4%	HM, MH
Part-time early retirement plan included	3.9%	CU

Example

Midland Heights: The severance payment will provide a payment upon retirement of $10,000 for ten years of active service, exclusive of unpaid leaves, and an additional $1,000 per year of active service to a maximum of $23,000 for twenty-three or more years of active service.

APPENDIX II

METHODOLOGY

This research was conducted in two stages. During the first stage, we solicited and analyzed contracts from a stratified, random sample of districts. During the second, we conducted field work in five districts selected from the larger sample. A description of each stage follows.

Contract Analysis

Contracts were solicited from a stratified, random sample of 237 districts in eleven states. States were selected to ensure both NEA and AFT represenation and to provide geographical diversity. States such as Florida and California were included because they were considering statewide staffing reforms. Connecticut was included because of its binding arbitration law.

We used a computerized data base to rank order districts in each of the eleven states according to enrollment size. First, we included the three largest districts. The remaining districts in each state were then grouped into quartiles and an equal number of districts were randomly selected from each quartile. In a small state, such as Maine, we randomly selected three districts from each quartile (giving a sample of 15); we selected five districts from each quartile of a medium-sized state, such as Ohio (giving a sample of 23) , and seven from a large state, such as California (giving a sample of 31).

We sent an information request form to each district asking school officials to provide us with copies of their most recent contract and relevant staffing polices. We received responses from 155 of 237 districts, a return rate of 65 percent. We analyzed, recorded, and computer-coded the contract provisions relating to staffing, making it possible to quantify responses and identify patterns of occurrence across contracts.

Field Work

Five of the districts from the larger district were selected for in-depth field work. One district denied entry and we replaced it with another having similar characteristics. We selected sites to provide diversity across a range of variables (location, size, socio-economic status, urban/suburban/county, enrollment trends, NEA/ AFT affiliation, length and history of bargaining).

The investigative fieldwork model utilized in this study drew on three methods of data collection--document analysis, intensive interviewing, and transient observation. Document analysis, chiefly of current contracts, was the primary method used during the first phase of the study. It was also employed during successive stages when school board policies, administrative memoranda, seniority lists, assignment rosters, arbitration

decisions, state laws, prior contracts, and newspaper accounts were collected and examined. These documents provided important information about the origin, development, and implementation of staffing policies.

We used intensive interviewing to explore how policies and practices actually worked within local contexts. The interviews were semi-structured and every attempt was made to respond to new information and insights, to probe for detail, and to adjust to the situation and the individuals being interviewed. Subjects were selected purposefully rather than randomly in order to achieve a balanced sample and to include those with particularly relevant perspectives or experience.

Interviews, which were conducted between June 1984 and February 1985, took place at the district, school site, and classroom levels. We began with the central office administrators (including superintendents, personnel directors, and chief negotiators) and union leaders. These individuals supplied background information about the districts, accounts of the labor relationships, perspectives on the contracts, and descriptions of the negotiating process. They also provided information about the staffing policies--which were negotiated, which were adopted unilaterally by school boards, which resulted from past practice, and which were imposed by arbitrators and courts. They further provided data on the impact of those policies on the profile of the teaching force.

Between four and nine schools, representing all grade levels, were selected in each district, the selection being based on the recommendations of central administrators and union leaders. Every effort was made to select schools that provided a balanced and representative sample from across each district. At the school site, we interviewed principals and union building representatives to identify the components of local staffing policies that had the greatest effect on school programs and services. The principals and building representatives then recommended a selection of teachers within the schools for further interviews.

In all, we conducted 187 interviews, lasting between 30 and 90 minutes each. (See Table III for a summary of respondents.) Subjects were assured of confidentiality and informed that neither they nor their districts would be identified in the final report.

Transient observation of individuals, interactions, and physical surroundings was utilized during field research. Although relied on less extensively than the other methods, it was useful as a tool for testing and corroborating findings gathered through document analysis and interviews.

Cross-checking and triangulation were employed to confirm the validity of the data and to counteract potential sources of bias and error. Alternative views and explanations were assiduously sought throughout.

TABLE III: DISTRIBUTION OF INTERVIEWEES

DISTRICT	DISTRICT ADMIN.	UNION OFFICERS	PRINCIPALS & ASST. PRIN.	TEACHERS	OTHERS	TOTALS
CANYON UNIFIED	5	3	4	21	0	33
CITRUS COUNTY	5	3	8	27	0	43
EASTPORT	4	1	9	40	1	55
HARBOR MILLS	4	1	7	24	0	36
MIDLAND HEIGHTS	3	2	5	9	1	20
TOTALS	21	10	33	121	2	187

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